



Natural
Resources
Commission

Natural Resources Commission
(Staff Agency)
Enterprise Agreement
1 July 2018 – 30 June 2020

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Enterprise Agreement –1 July 2018 -30 June 2020

1.	Title	4
2.	Definitions	4
3.	Parties	5
4.	Statement of Intent	5
5.	Work environment	5
6.	Remuneration	6
7.	Hours of work	8
8.	Higher duties	8
9.	Reimbursement of travelling costs	9
10.	Staff development and training	9
11.	Leave - general provisions	9
12.	Recreation leave	10
13.	Salary trade-off for additional recreation leave	11
14.	Annual leave loading	11
15.	Sick leave	11
16.	Family and community service leave	13
17.	Leave without pay	14
18.	Extended leave	15
19.	Military leave	15
20.	Parental leave	15
21.	Religious or cultural observations	19
22.	Special leave	20
23.	Study time	20
24.	Reimbursement of study fees	21
25.	Full time study leave	21
26.	Public holidays	21
27.	Working remotely	21
28.	Part year employment	22

29.	Job sharing	22
30.	Confidential information	22
31.	Intellectual property	23
32.	Compensation for damage to or loss of staff member's personal property	23
33.	Damage to Private Motor Vehicle Used for Work	24
34.	Discipline procedures and termination of employment	24
35.	Grievance and dispute settling procedures	24
36.	Managing displaced staff	25
37.	Union access and membership fees	25
38.	Anti-discrimination	26
39.	No extra claims	26
40.	Savings of rights	27
41.	Coverage and duration	27
	PART A Remuneration salary points	28
	TABLE 1-Staff salary pay points and remuneration effective after 01 July 2018, 01 July 2019	28

1. Title

This workplace agreement will be known as the Natural Resources Commission (Staff Agency) Enterprise Agreement 2018-2020.

2. Definitions

Affinity means a relationship that one spouse or partner has to the relatives of the other.

Base Salary means the ordinary time rate of pay for the staff member excluding the all incidents allowance.

Commissioner means the statutory office holder of the Commission as set out in the Act.

Delegate means a person who has been delegated particular power(s) of the Commissioner.

Executive Director means the most senior executive role of the NRC who has been delegated particular power(s) by the Commissioner.

Family means spouse, de facto spouse (including a same sex partner living with the staff member on a bona fide domestic basis), child or adult child (including adopted child, step child, foster child or ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of a spouse or de facto spouse of the staff member, or a Relative.

GSE Act means the *Government Sector Employment Act 2013* or its successor.

GSE Regulation means the *Government Sector Employment Regulation 2014*.

GSE Rules means the *Government Sector Employment Rules 2014*.

NRC means the Natural Resources Commission Staff Agency.

Ongoing employment is either full time or part time employment that continues until the employee resigns or his or her employment is terminated.

Temporary employment is employment for a temporary purpose.

Relative means a person related by blood, marriage, affinity or Aboriginal kinship structures.

Role means the duties and responsibilities assigned to an employee covered by this agreement, either on an ongoing or temporary basis, at the NRC.

Salary package means the base salary, plus the 10% all incidents allowance. The salary package excludes the Superannuation Guarantee component and the annual leave loading.

Service means continuous period of employment for salary purposes.

Staff means and includes all persons who are permanently or temporarily employed by the NRC under Part 4 of the GSE Act, and shall include staff who are engaged on a part-time basis to regularly work less than the weekly hours worked by a staff member engaged in ongoing employment. Staff engaged on a part-time basis shall receive all the entitlements of this agreement on a pro-rata basis. This definition has no application to the Commissioner or Executive Director, or any members of

the Senior Executive Service, or Managerial Staff transitioned to the New South Wales Public Service Executive pursuant to the provisions of the GSE Act and the GSE Regulation. The NRC does not employ casual staff."

Supervisor means the immediate supervisor of the area in which a staff member is employed or any other staff member authorised by the Commissioner or delegate to fulfil the role of a supervisor.

Workplace means the whole organisation.

3. Parties

3.1 The parties to this Enterprise Agreement are the NRC and its staff listed below.

#	Name	Surname	Position
1.	Alex	Benecke	Senior Advisor
2.	Alison	Pettett	Administration Officer
3.	Anna	Bissett	Advisor
4.	Avtar	Singh	Advisor (Projects)
5.	Celia	Moloney	Advisor
6.	David	Reynolds	Advisor
7.	Emma	Collins	Senior Advisor
8.	Felicity	Muller	Advisor
9.	Fiona	Lord	Advisor
10.	Jeff	Bell	Principal Advisor
11.	John	Blanch	Senior Advisor
12.	Karen	Acason	Administration Officer
13.	Liam	Hogg	Advisor
14.	Marguerite	Collins	Senior Advisor
15.	Mina	Bassarova	Advisor
16.	Sofya	Kuzniatsova	Project Admin Officer

4. Statement of Intent

4.1 The purpose of this Enterprise Agreement is to provide a customised industrial relations framework that supports and drives excellence in the NRC through the recruitment, retention and development of high-calibre staff.

5. Work environment

5.1 Professionalism and performance excellence

The NRC is committed to enhancing and maintaining a professional work environment that:

- a) Promotes its commitment to achieving better natural resource outcomes through high-quality work and rigorous, independent advice;
- b) Supports adaptive management and achievement of results;
- c) Supports harmonious team relationships built on cooperation, dialogue, mutual respect and trust;
- d) Rewards and acknowledges high performance of individuals and teams;
- e) Promotes ongoing professional development and innovation;
- f) Provides interesting, meaningful and challenging work;
- g) Promotes safety, healthy lifestyles, diversity and fairness; and
- h) Provides modern work tools and efficient support systems.

5.2 Work health and safety

In consultation with its staff, the NRC will develop strategies aimed at achieving and maintaining an accident-free and healthy workplace in accordance with the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.

5.3 Equity in employment

The NRC will seek to achieve and maintain equity in employment by involving its staff in reviewing new and existing work practices and policies.

6. Remuneration

6.1 Basis for calculating remuneration

- a) The Salary Package is the basis for calculating a staff member's remuneration. The salary package is expressed as base pay, plus the 10% all incidents allowance (see 6.4 below).
- b) The Compulsory Superannuation Guarantee Contribution and the additional superannuation contributions prescribed by the State Authorities Non-contributory Superannuation Act 2013 No 69 and the Regulations made pursuant to sections 2A and 2B of that Act and 17.5% annual leave loading paid on 4 weeks annual leave are calculated on the total of the salary package and are in addition to this package.

6.2 Remuneration salary points

This Enterprise Agreement prescribes the remuneration salary points for NRC staff are listed in **Part A: Remuneration salary points**.

6.3 Variations to remuneration salary points

- (a) The remuneration bands prescribed in Part A will be varied during the life of this Enterprise Agreement as follows:

- (a) a pay increase of 2.5% with effect from the first full pay period to commence on or after 1 July 2018
- (b) a further 2.5% pay increase with effect from the first full pay period to commence on or after 1 July 2019.

6.4 All incidents allowance

Staff will receive a 10% all incidents allowance as a loading to their base salary. This allowance covers all reasonable requests made of the staff member relating to additional hours, travel time, and work outside business hours, and is paid in lieu of any other allowances.

6.5 Appointment

- a) New staff may be assigned at any salary point within the remuneration bands relevant to the employee's role, depending on their experience, skills and qualifications.
- b) New staff will be appointed, in the first instance, on a probationary basis for a period not exceeding 6 months. The probation period may be varied, waived or extended at the discretion of the Commissioner or delegate or delegate.

6.6 Salary progression

- a) Each staff member's performance will be formally appraised using the NRC's Performance Excellence Process (PEP) and the results of this appraisal will be used to determine their incremental progression to the next salary point within the relevant remuneration band (shown on Table 1).
- b) Incremental progression to the next salary point will occur if the formal appraisal finds that the staff member's performance and value to the NRC over the previous 12 months was higher than their existing salary.
- c) The salary and performance of each staff member will be reviewed at least annually.
- d) Additional formal performance appraisals may be completed within the annual cycle.
- e) Where a formal appraisal finds that a staff member's performance is exceptional, their incremental progression through the salary points within the relevant remuneration band may be accelerated.
- f) The Commissioner or delegate must approve all salary progressions.

6.7 Salary sacrifice and packaging

The Commissioner or delegate may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits within NSW Government Policy.

7. Hours of work

- 7.1** The standard hours of work for full time ongoing staff members are an average of 38 hours per week. For part time staff members their standard hours are an average of their agreed weekly hours, averaged over twelve weeks. These hours are to be worked flexibly Monday to Friday between the hours of 8.00 am and 6.00 pm.
- 7.2** Staff members are to take meal breaks of at least 30 minutes duration for every 5 hours worked unless other arrangements are agreed.
- 7.3** Staff members may be required to perform reasonable additional hours of work necessary to meet the NRC's operational commitments. The NRC will take into account the following factors in relation to an individual staff member's role prior to requiring them to work additional hours:
- a) the staff member's prior commitments outside the work place, particularly their family and carer's responsibilities, community obligations and study arrangements;
 - b) any risks to the staff member's health and safety;
 - c) the urgency of the work to be performed during the additional hours, and its importance for enabling the NRC to meet its commitments and deliver high-quality services;
 - d) the notice (if any) given by the NRC of the requirement to work the additional hours, and by the staff member of their inability to work the additional hours; and
 - e) any other relevant matter.
- 7.4** The Commissioner or delegate may grant a staff member time off in lieu:
- a) where the staff member has worked extended approved additional hours;
 - b) where the staff member has reasonably requested time off in lieu to meet immediate personal needs and taking this time off will not effect the productivity of the NRC team.
- 7.5** When a staff member finishes working their approved additional hours after 8.00 pm and public transport or their other normal means of transport is not reasonably available, arrangements may be made for transport home by taxi at the NRC's expense.

8. Higher duties

- 8.1** Where a staff member is directed to perform the duties of a higher role for a period of at least 5 consecutive working days, they will be remunerated for that period based on the appropriate salary level for that higher role.
- 8.2** Where that staff member is not performing all the duties of the higher role, they will be remunerated based on the proportion of the duties they are performing.
- 8.3** Prior to the commencement of higher duties, the Commissioner or delegate will decide what proportion of the duties the staff member is performing after consulting with the staff member.

9. Reimbursement of travelling costs

- 9.1** 9.1 Staff members are to obtain authorisation from their supervisor for all official travel prior to incurring any travel expenses.
- 9.2** 9.2 The NRC will meet all reasonable expenses associated with authorised, official travel.
- 9.3** 9.3 The NRC will arrange direct payment for travelling expenses (for example, for flights, taxis and accommodation) wherever practicable.
- 9.4** 9.4 Payment of actual expenses will be made on the production of receipts, unless the Commissioner or delegate is prepared to accept other evidence.

10. Staff development and training

- 10.1** The NRC and its staff are jointly committed to ongoing professional development that is mutually beneficial. The PEP provides the framework for agreement of work and developmental priorities and performance feedback of each staff member.
- 10.2** Staff development and training activities include on-the-job training, external and internal training courses, attendance at conferences/seminars/ events, coaching, shadowing, special projects, peer learning, higher duties, self-paced learning, mentoring, job rotation and stakeholder visits.
- 10.3** Before making arrangements to attend a staff development and training activity, staff members are to obtain the approval of their supervisor.
- 10.4** Approved staff development and training activities include those that:
- a) are essential for the effective operation of the NRC; or
 - b) contribute to the professional development of the staff member and are of direct benefit to the NRC.
- 10.5** When a staff member attends an approved staff development and training activity:
- a) the staff member will be recognised as performing normal duties;
 - b) the NRC will pay the course fees and other necessary out-of-pocket expenses associated with attending the activity.
- 10.6** Staff receiving a higher duties allowance that would normally cover the duration of the course will continue to receive the allowance while attending the approved training or developmental activity.
- ## **11. Leave - general provisions**
- 11.1** Part time staff members will receive pro-rata paid leave provisions, calculated according to their number of standard contract hours per week.
- 11.2** Temporary employees are eligible to take a period of approved leave during their current period of employment.

- 11.3** A staff member must not be absent from work without reasonable cause.
- 11.4** 11.4 Where a staff member is absent from work because of illness or other emergency, they must notify their supervisor (either personally or by arrangement) as soon as practicable of the reason for and expected duration of the absence.
- 11.5** 11.5 Where a satisfactory explanation for the absence is not provided, the staff member will be considered to be absent from duty without authorised leave and the amount equivalent to the period of the absence will be deducted from their pay.

12. Recreation leave

- 12.1** For ongoing staff members, recreation leave accrues at the rate of 20 working days per year.
- 12.2** When approving recreation leave, the wishes of the staff member will be considered providing operational requirements permit.
- 12.3** Staff members are to take at least 2 consecutive weeks recreation leave every 12 months, except in special circumstances by agreement with the Commissioner or delegate or delegate.
- 12.4** When a staff member has accrued 6 weeks or more recreation leave, the Commissioner or delegate may direct them to take at least 2 weeks leave.
- 12.5** The NRC office is closed over the Christmas/New Year period, except in special circumstances and by agreement with the Commissioner or delegate.
- 12.6** The NRC Holiday is granted as 1 additional paid day of leave nominated as the next business day after Boxing Day.
- 12.7** All staff members are required to take the same 1 week of leave during the Christmas/New Year period, using a combination of available recreation leave, public holiday, NRC Holiday, and if relevant, time in lieu, additional paid leave or leave without pay.
- 12.8** Staff members are encouraged but not required to take 1 further week of consecutive leave during this period.
- 12.9** Recreation leave does not accrue during leave without pay other than:
- a) during absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - b) during any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - c) during any incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998 (NSW)*; or
 - d) during any periods that when aggregated, do not exceed 5 working days in any period of 12 months.

12.10 Staff members may take recreation leave on half pay in conjunction with and subject to the provisions applying to maternity, adoption or other parent leave.

12.11 On cessation of employment, a staff member is entitled to be paid the monetary value of their accrued recreation leave balance.

12.12 If a staff member dies during their employment with the NRC, their nominated beneficiary or next of kin will be paid the monetary value of any recreation leave and extended leave they have accrued as at the date of their death.

13. Salary trade-off for additional recreation leave

13.1 The Commissioner or delegate may approve an application by a staff member for the salary trade-off for additional leave where good and sufficient reason is shown, and where there are no significant detrimental impacts on the effective operation of the NRC.

14. Annual leave loading

14.1 Staff members are entitled to be paid an annual leave loading of 17.5% of the monetary value of any recreation leave they have accrued in a leave year (up to a maximum of 4 weeks). For calculating this loading, the leave year will commence on 1 December each year and end of 30 November of the following year.

14.2 Staff members will be paid their annual leave loading on the first occasion in a leave year (other than the first leave year of their employment) that they take at least 2 consecutive weeks of recreation leave. If a staff member does not have 2 weeks of recreation leave available, they may use a combination of recreation leave, public holidays, time off in lieu and extended leave to qualify for payment of the annual leave loading.

14.3 If a staff member does not take at least 2 weeks of leave in a leave year, they will be paid their annual leave loading on 30 November of the current leave year.

14.4 Staff members will not be paid their annual leave loading in the first leave year of their employment, but this loading will be paid on the first occasion in their second leave year that they take at least 2 consecutive weeks of leave.

14.5 When a staff member who has not been paid their annual leave loading for the previous leave year resigns, retires or accepts voluntary redundancy, they will be paid this loading on the date they cease their employment with the NRC.

15. Sick leave

15.1 In this clause, illness means a physical or psychological illness or injury, medical treatment, and the period of recovery or rehabilitation from an illness or injury.

15.2 If the Commissioner or delegate is satisfied that a staff member is unable to perform their duties because of their own illness or the illness of a member of their family, the Commissioner or delegate:

- a) will grant the staff member sick leave on full pay; or
- b) if the staff member has used their full entitlement to sick leave on full pay, may grant the staff member sick leave without pay.

- 15.3** The Commissioner or delegate may direct a staff member to take sick leave if they are satisfied that, due to illness, the staff member:
- a) is unable to perform their duties without distress; or
 - b) risks further impairment of their health by reporting for duty; or
 - c) is a risk to the health, well-being or safety of other staff members or stakeholders.
- 15.4** Staff members are entitled to 15 days of sick leave on full pay a year, which they accrue daily from 1 January each year. If a staff member is appointed after 1 January, or takes unpaid leave of 1 or more months in a calendar year, they accrue sick leave on a proportionate basis for that year.
- 15.5** If a staff member does not use their full paid sick leave entitlement in a year, any remaining leave accumulates from year to year.
- 15.6** For calculating the amount of sick leave a staff member is entitled to, all continuous service as a member of the Government Service of NSW will be taken into account. Where the staff member's service has not been continuous, previous periods will be taken into account only if records are available.
- 15.7** During a staff member's first 3 months of service with the NRC, their entitlement to sick leave on full pay will be limited to 5 days unless they provide a satisfactory medical certificate and the Commissioner or delegate approves otherwise.
- 15.8** If a staff member is absent from duty for 3 or more days because of illness, they must provide a medical certificate in support of their absence. A staff member who provides a medical certificate covering only part of their absence will be granted sick leave for the entire period only if the Commissioner or delegate is satisfied that the reason for their absence was genuine.
- 15.9** If a staff member is required to provide a medical certificate for an absence of less than 3 days, they will be notified of this requirement in advance.
- 15.10** If the NRC has any concern about the reason shown on the medical certificate, the Commissioner or delegate will discuss the matter with the staff member, and then may refer the medical certificate and the staff member's application for sick leave to the Government Medical Officer for advice.
- 15.11** If a staff member who is absent on annual or extended leave provides a satisfactory medical certificate in respect of an illness that occurred during the leave, the delegate may grant them sick leave for the period covered by the medical certificate.
- 15.12** In exceptional circumstances, and on a case-by-case basis, the Commissioner or delegate may grant paid special sick leave or allow the sick leave to be taken at half pay.
- 15.13** Where a staff member has used all their family and community services leave, they may choose to use accrued sick leave to provide care and support to a family member or relative (as defined in 16.2) who is ill, provided that they are responsible for the care and support of that family member.
- 15.14** In the circumstances described in 15.13:

- a) the staff member must provide a medical certificate or statutory declaration establishing the illness of the person concerned if requested by the Commissioner or delegate;
- b) the staff member's sick leave will initially be taken from the current leave year's entitlement and then, if necessary, from any sick leave they have accumulated over the previous 3 years.

16. Family and community service leave

16.1 Staff members may be granted paid family and community service leave for reasons related to their family responsibilities, the performance of a community service, or emergencies. These reasons may include but are not limited to the following:

- a) the staff member needs to provide care and support to a family member or a relative who is ill;
- b) the staff member suffers the death of a family member or relative;
- c) the staff member urgently needs to arrange accommodation or move their furniture and effects;
- d) the staff member is unable to come to work because of an emergency or natural disaster, including fire, flood, or storm;
- e) the staff member needs to attend to family responsibilities, such as attending a citizenship ceremony, a parent/teacher conference or a child's school for other reasons;
- f) the staff member has prior approval from the Commissioner or delegate to volunteer for a community group providing environmental conservation or natural resource management services.

16.2 The definition of "family" or "relative" in this clause is:

- a) a spouse of the staff member; or
- b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
- d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

- "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- "household" means a family group living in the same domestic dwelling.

16.3 Non-emergency appointments or duties should be scheduled outside normal working hours.

16.4 The maximum amounts of family and community service leave available to a staff member are:

- a) in the first year of service, 2½ days;
- b) on completion of the first year of service, 5 days in any 2 year period; or
- c) on completion of 2 years continuous service, 1 day of leave for each completed year of service less the total amount of family and community service leave previously granted to the staff member.

16.5 If a staff member's family and community services leave is exhausted:

- a) as a result of natural disasters, the Commissioner will consider applications for additional leave if another emergency arises;
- b) on the death of a family member or relative, additional paid family and community services leave of up to 2 days may be granted on a discrete, per occasion basis;
- c) on the occasion of caring for a family member who is ill, the staff member may choose to use paid sick leave in accordance with 15.13 and 15.14.

16.6 In exceptional circumstances, the Commissioner or delegate may grant staff members other forms of leave (such as time off in lieu) for family and community services leave purposes.

17. Leave without pay

17.1 The Commissioner or delegate (at their discretion) may grant staff members leave without pay where they can show good and sufficient reason and there are no significant detrimental impacts upon the effective operation of the NRC.

17.2 Leave without pay may be granted on a full time or a part time basis.

17.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member will be paid for any proclaimed public holidays that fall within that period.

17.4 Where a staff member is granted leave without pay that, when aggregated, does not exceed 5 working days in a period of 12 months, the leave will count as service for the purpose of accruing annual leave.

17.5 A staff member who has been granted leave without pay must not engage in employment of any kind during the period of leave without pay, unless they have obtained prior approval from the Commissioner or delegate.

17.6 A staff member will not be required to exhaust their accrued paid leave before taking leave without pay.

17.7 A staff member will not be granted paid leave during a period of leave without pay.

18. Extended leave

18.1 Staff members may apply for extended leave, in line with the provisions set out in Schedule 1 of the *GSE Regulation* plus the following variation:

- (a) Eligible staff members may, with the consent of the Commissioner or delegate, elect to take their accrued extended leave in a flexible manner, including but not restricted to, at the rate of normal full pay, half pay, double pay or another mutually agreed rate.

19. Military leave

19.1 The Commissioner or delegate may grant military leave on full pay to any staff member who is a volunteer part time member of the Defence Forces, to allow that staff member to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.

19.2 The maximum amounts of military leave available are 24 working days per annum for members of the Naval and Military reserves, and 28 working days per annum for members of the Air Force Reserves.

19.3 Special Military Leave of 1 day to attend any medical examinations and tests required for acceptance as a volunteer part time member of the Defence Forces may be granted at the discretion of the Commissioner or delegate, subject to the NRC's operational requirements.

19.4 A staff member who is requested by the Defence Forces to provide additional military services that require them to take leave in excess of the entitlement specified above may be granted an additional period of "unpaid leave". During this period of "unpaid leave" the staff member may, at the discretion of the Commissioner or delegate, be granted top-up pay. The top-up pay is calculated as the difference between a staff member's ordinary pay as if they had been at work and the reservist's pay which they received from the Commonwealth Department of Defence.

19.5 A staff member who takes military leave must provide a certificate of attendance and details of their reservist pay signed by the commanding or other responsible officer.

20. Parental leave

20.1 Parental leave includes maternity leave, adoption leave and other parent leave.

20.2 A staff member who is pregnant is entitled to maternity leave:

- a) for a period up to 9 weeks prior to the expected date of birth; and
- b) for a further period of up to 12 months after the actual date of birth.

20.3 A staff member who has completed at least 40 weeks of continuous service with the NRC (or another NSW Government agency) before the expected date of birth or taking

custody of their adopted child will be paid for 14 weeks of their maternity or adoption leave at their normal rate of pay.

This payment may be either:

- a) in advance as a lump sum; or
- b) fortnightly at full pay; or
- c) fortnightly at half pay; or
- d) fortnightly at a combination of full pay and half pay.

20.4 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

20.5 A staff member who is adopting a child and who will be the primary care giver of that child is entitled to adoption leave:

- a) for a period of up to 12 months after the date of taking custody, if the child has not commenced school at that date; or
- b) for a period approved by the Commissioner or delegate (but not exceeding 12 months on an ongoing basis) after the date of taking custody, if the child has commenced school at that date.

20.6 A staff member who needs to attend interviews or examinations for the purpose of adopting a child is entitled to take up to 2 days special adoption leave without pay. Alternatively, such a staff member may take recreation leave, extended leave, or family and community service leave for this purpose.

20.7 Where maternity or adoption leave does not apply, male and female staff members who want leave to look after their child or children may apply for other parent leave. Other parent leave includes:

- (a) Short other parent leave - an unbroken period of up to 8 weeks taken at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, at the time of taking custody of the child or children;
- (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member. Extended other parent leave may commence at any time up to 2 years from the date of birth of the child or taking of custody of the child.

20.8 A staff member taking short other parent leave is entitled to payment at their normal rate for a period of up to 1 week, provided they:

- (a) applied for other parent leave in advance; and
- (b) have completed not less than 40 weeks continuous service prior to starting the other parent leave.

20.9 If a staff member who holds an ongoing role is on part time leave without pay when they start parental leave, they will be paid:

- (a) at the ongoing rate if they began part time leave without pay 40 weeks or less before starting parental leave;
- (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- (c) at a rate based on the average number of weekly hours worked during the past 40 weeks if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

20.10 A staff member who has taken no more than 12 months ongoing parental leave (or the part time equivalent) is entitled take another period of parental leave (and to be paid at the rate at which they were being paid before starting the original parental leave) regardless of whether they have resumed their normal hours of work before starting the second period of parental leave.

20.11 Except as provided in 20.2, 20.3, 20.8 and 20.9 above, parental leave will be granted without pay.

20.12 Right to request an extension of parental leave

To help meet their parental responsibilities, a staff member who has been granted maternity, adoption or other parent leave may make a request to the Commissioner or delegate to:

- (a) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months; or
- (b) return from a period of ongoing maternity, adoption or other parent leave on a part time basis until the child reaches school age.

The Commissioner or delegate will consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace.

20.13 Notification requirements

- (a) When management is made aware that a staff member or their spouse/partner is pregnant, or that a staff member is adopting a child, management must inform the staff member of their entitlements and their obligations under this Enterprise Agreement.
- (b) A staff member who wishes to take parental leave must notify the Commissioner or delegate in writing at least 8 weeks before they expect to start this leave (or as soon as practicable). This notice must state:
 - (i) that the staff member intends to take maternity, adoption or other parent leave;
 - (ii) the expected date of birth or date of taking custody; and
- (c) In addition, the staff member must, at least 4 weeks before the date on which they intend to start parental leave, notify the Commissioner or delegate in writing:

- (i) the date on which the staff member intends to start parental leave; and
 - (ii) the period of leave to be taken.
- (d) A staff member intending to request to extend a period of ongoing unpaid parental leave by up to 12 months, or to request to return from ongoing unpaid parental leave on a part time basis, must notify the Commissioner or delegate in writing as soon as practicable and no later than 4 weeks before the date on which they propose to extend their leave or return on a part time basis.
- (e) A staff member on maternity leave must notify the NRC of the date on which she gave birth as soon as she can conveniently do so.
- (f) A staff member must notify the NRC as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (g) A staff member on maternity or adoption leave may change the period of leave or arrangement once without the consent of the NRC, and any number of times with the consent of the NRC. In each case, the staff member must give the NRC at least 14 days' notice of the change unless the Commissioner or delegate agrees otherwise.
- 20.14** A staff member has the right to return to their former role if they have taken approved parental leave (either on an ongoing or part time basis) and they resume duty immediately after the approved leave.
- 20.15** If the role the staff member occupied immediately prior to taking approved parental leave has ceased to exist, but there are other roles available that they are qualified for and capable of performing, the staff member will be assigned to a role of the same salary point as their former role.
- 20.16** If the Commissioner or delegate approves a staff member's request return to work on a part time basis, the staff member does not have a right to return to their former role. However, their assigned role will be at the same salary level as their former role.
- 20.17** A staff member who has returned to ongoing duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if the Commissioner or delegate agrees) must be given.
- 20.18** A staff member who is sick during her pregnancy may take available paid sick leave, recreation leave or extended leave or sick leave without pay. A staff member may also apply to take available recreation leave, extended leave or leave without pay for a period immediately before her nominated period of maternity leave. Such leave will cease at the end of the working day immediately before the first day of her nominated period of maternity leave or on the working day immediately before the day she gives birth, whichever is sooner.
- 20.19** A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave, provided this does not extend the total period of such leave.

- 20.20** A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to the following:
- (a) their accrued recreation leave as at the date the parental leave starts will be exhausted within the period of the parental leave;
 - (b) the total period of parental leave will not be extended as a result of taking recreation leave at half pay;
 - (c) for the purpose of calculating how much other leave the staff member accrues during the period of recreation leave at half pay, the recreation leave at half pay will be converted to the ongoing equivalent and treated as full pay leave.
- 20.21** If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or a medical practitioner certifies that performing these duties will place her health or the health her unborn child at risk, the Commissioner or delegate will, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to, providing greater flexibility about when and where the duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 20.22** If such measures cannot reasonably be made, the Commissioner or delegate must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to the risk (as certified by a medical practitioner) or until the child is born (whichever is earlier).
- 20.23** **Communication between the NRC and staff members on parental leave**
- (a) When a staff member is on maternity, adoption or other parent leave and the NRC makes a definite decision to introduce significant changes at the workplace, the NRC will take reasonable steps to:
 - (i) make information available to the staff member about any significant effect of the changes on the status or responsibilities of the role they held before starting parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect of the changes on that role.
 - (b) The staff member will take reasonable steps to inform the NRC about any significant matter that will affect the duration of their parental leave, whether they intend to return to work, and whether they intend to request to return to work on a part time basis.
 - (c) The staff member will also notify the NRC of changes to their address or other contact details that might affect the NRC's capacity to comply with paragraph (a).

21. Religious or cultural observations

- 21.1** The NRC recognises the value of cultural diversity and the observance of days of religious, cultural or ceremonial significance. Consequently, staff members may be granted recreation/extended leave or leave without pay for such purposes.

21.2 Leave for the observance of days of religious, cultural or ceremonial significance will be granted subject to:

- (a) the operational requirements of the NRC;
- (b) the staff member providing adequate notice of the need to take the leave;
- (c) the staff member obtaining prior approval of the leave; and
- (d) where appropriate, the staff member agreeing to make up the time taken off in the manner the NRC requires.

22. Special leave

22.1 The Commissioner or delegate may grant special leave at their discretion for activities not regarded as being on duty and which are not covered by other forms of leave.

22.2 Special leave may be granted for activities such as:

- (a) jury service where the staff member provides a certificate of attendance issued by the Sherriff or Registrar of the court;
- (b) being witness at court;
- (c) examinations;
- (d) NAIDOC celebrations;
- (e) union activities; or
- (f) for other purposes.

23. Study time

23.1 Staff members may be granted paid study time to undertake part time studies in approved, nationally accredited tertiary courses that will directly increase the skills and knowledge they need to undertake their duties and meet NRC objectives.

23.2 Study time is subject to the approval of the Commissioner or delegate and is at the NRC's convenience.

23.3 Ongoing staff members are entitled to a maximum of 4 hours study time a week during semester or term time on full pay, which is accrued on the basis of half an hour for each hour of class attendance. Part time staff members are entitled to and will accrue study time on a pro-rata basis.

23.4 Staff members must apply for study time before the start of the academic period for which they seek the study time, and must nominate the type or types of study time they would prefer when they apply. The types of study time include:

- (a) Face-to-Face - staff members may choose to take study time on a weekly basis, to allow them to take time off to attend lectures etc;

- (b) Correspondence - staff members may choose to take study time periodically, to allow them to take time off to attend compulsory residential schools;
- (c) Accumulation - staff members may choose to accumulate part or all of their study time to allow them to take time off when they most need it (for example, to complete assignments). It must be taken within the respective semester of study.

23.5 Repeated subjects - study time will not be granted for repeated subjects.

23.6 Expendable grant – study time will be forfeited if not taken at the nominated time.

23.7 Examination leave – examination leave will be granted as special leave for all courses of study approved in accordance with this clause up to a maximum of five days per year.

24. Reimbursement of study fees

24.1 In addition to granting study time, the NRC may reimburse all or part of the course fees a staff member pays to undertake courses that meet the conditions outlined in 23.1.

24.2 Decisions to reimburse course fees are at the discretion of the Commissioner or delegate, and depend on the availability of NRC funds and the relevance and value of the courses to the NRC.

25. Full time study leave

25.1 Staff members may be granted full time study leave if they win a scholarship/ fellowship/ award, or if they wish to undertake full time study and/or a study tour. Study leave may be granted for studies at any level, including undergraduate study.

25.2 Only staff members with more than 40 weeks of continuous service are eligible to apply for full time study leave.

25.3 Study leave will be granted without pay, except where the Commissioner or delegate approves financial assistance for some or all of study leave period.

25.4 Where financial assistance is approved, the extent of this assistance will be determined by the Commissioner or delegate according to the relevance and value of the study to the NRC, and the availability of NRC funds. The maximum amount of financial assistance will be equal to the staff member's full salary.

25.5 Where financial assistance is approved for all or part of the study leave period, this period will count as service.

26. Public holidays

26.1 Staff members are entitled to be absent from duty on all public holidays observed throughout NSW, and for any local holidays prescribed by the Government applicable to Sydney for any special purpose events.

27. Working remotely

27.1 The Commissioner or delegate may approve applications by staff members to work remotely on a temporary, fixed term, or regular basis in accordance with NRC policy.

28. Part year employment

- 28.1** The Commissioner or delegate may grant a staff member part year employment by approving a number of weeks unpaid leave per year, in accordance with the leave without pay provisions described in 17.
- 28.2** This allows the staff member to work an agreed number of weeks per year, take an agreed number of weeks unpaid leave per year, and accrue other leave on a pro-rata basis.

29. Job sharing

- 29.1** Job sharing is a voluntary arrangement in which one job is shared between two staff members, who each work on a part time basis. These staff members may be employed on a part time basis, or may be ongoing staff members who are taking part time leave without pay.
- 29.2** Staff members who wish to enter into a job sharing arrangement must apply to the Commissioner or delegate. If their application is approved, the staff members involved and the NRC must agree to the job sharing arrangement in writing.
- 29.3** Initially, the job sharing arrangement will be for a fixed period not exceeding 2 years. Any continuation of the arrangement beyond this period will be subject to a satisfactory evaluation review, which will consider the success of the arrangement for both the staff members involved and the NRC.
- 29.4** If one of the staff members involved in a job sharing arrangement leaves the NRC prior to the completion of the agreed period of that arrangement, the NRC will consider the following options:
- (a) offering the role to the remaining job sharer on an ongoing basis;
 - (b) advertising the role to other NRC staff members on a part time basis;
 - (c) advertising the role externally on a part time basis and recruiting a new job share employee; and
 - (d) transferring the remaining job sharer to a suitable part time role within the NRC for the remainder of the period, and recruiting an ongoing employee to fill the role.
- 29.5** Unless otherwise agreed between the NRC and the staff members involved, any permanent NRC staff member who enters into a job sharing arrangement will have the right to return to their original ongoing role at the end of the period of the job share arrangement. Where the original role no longer exists, the staff member will be offered a permanent role at their existing salary which they qualified for and have the capacity to perform after a reasonable period of time in the role.

30. Confidential information

- 30.1** Except so far as it is required for the proper performance of their duties under this Enterprise Agreement, or as authorised by the NRC, or as required by law, staff members will not at any time during or after their employment with the NRC, make use of or divulge to any unauthorised person any confidential information held by the

NRC. Staff members must use their best endeavours to prevent disclosure, publication or unauthorised use of such confidential information.

31. Intellectual property

- 31.1** For the purpose of this clause, intellectual property includes literary works, computer programs, inventions, designs, patents, copyrights, trademarks, and improvement of ideas.
- 31.2** Any intellectual property staff members develop, discover or produce in the course of their employment is the sole property of the NRC. Unless otherwise agreed, the NRC has the exclusive right to use, adapt, patent and otherwise register this intellectual property.
- 31.3** All staff members assign to the NRC (by way of future assignment) all copyright, design, design right and other property rights (if any) in respect to any intellectual property they develop, discover or produce in the course of their employment.
- 31.4** If a staff member considers that they have developed, discovered or produced intellectual property outside the course of their employment and in a way wholly unconnected with the course of their employment, they will immediately disclose this to the NRC so it can ascertain whether this is the case.
- 31.5** Staff members agree that they will, at the request and expense of the NRC, complete all necessary deeds and documents and take all action necessary to vest any intellectual property they develop in the course of their employment, and obtain for the NRC the full benefit of all patent, trademarks, copyright, and other forms of protection throughout the world.

32. Compensation for damage to or loss of staff member's personal property

- 32.1** For the purpose of this clause, personal property may include clothes, glasses, hearing-aids, tools of trade or similar items ordinarily required for the performance of a staff member's duties.
- 32.2** Where damage to or loss of a staff member's personal property occurs in the course of their employment, they may lodge a claim under the *Worker's Compensation Act 1987* (NSW) or under any insurance policy held by the NRC covering the damage or loss.
- 32.3** If any such insurance claim is rejected, the staff member may apply for compensation for the damage or loss from the NRC. This application must be supported by satisfactory evidence of the amount of compensation required, and explain the circumstances in which the loss or damage occurred.
- 32.4** At the discretion of the Commissioner or delegate, the NRC may choose to pay such compensation if it is satisfied that the damage or loss:
- (a) was due to negligence on the part of the NRC or another staff member in the performance of their duties;
 - (b) was caused by a defect in the staff member's material or equipment; or
 - (c) resulted from the staff member's protection of, or attempt to protect, NRC property from loss or damage.

32.5 Any such compensation paid by the NRC will be limited to the cost of repairing the damaged item or, where the item is lost or cannot be repaired, to the cost of a replacement item that is identical to, or only marginally different from, the lost or damaged item.

33. Damage to Private Motor Vehicle Used for Work

33.1 A staff member will be authorised by the Commissioner or delegate to use their private motor vehicle for work purposes in circumstances where public transport, taxis, hire cars or other transport is not readily available or as agreed in other exceptional circumstances.

33.2 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed, provided:

- (a) The damage is not due to gross negligence by the staff member; and
- (b) The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.

33.3 Provided the damage is not the fault of the staff member, the NRC shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:

- (a) The damage was sustained on approved work activities; and
- (b) The costs cannot be met under the insurance policy due to excess clauses.

34. Discipline procedures and termination of employment

34.1 The provisions set out in sections 67 to 70 of the GSE Act, Clause 14 of the GSE Regulation and Parts 2, 7 and 8 of the GSE Rules and PSC Guideline 2014-004 (or its replacement) shall apply.

35. Grievance and dispute settling procedures

35.1 All grievances and disputes relating to the provisions of this Enterprise Agreement will initially be dealt with as close to the source as possible. If required, graduated steps will be taken to resolve the grievance or dispute at higher levels of authority, in accordance with the NRC policy.

35.2 A staff member is required to notify their immediate manager(s) in writing, outlining the substance of the grievance, dispute or difficulty, requesting a meeting to discuss the matter and, if possible, stating the remedy sought.

35.3 Where the substance of the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977 (NSW)*) which make it impractical for the staff member to notify their immediate manager, the staff member may notify the next appropriate level of management, including the Commissioner or delegate.

35.4 The immediate manager will convene a meeting to resolve the grievance, dispute or difficulty within 2 working days of receiving the notification or, if that is not possible, as soon as practicable.

- 35.5** If the matter remains unresolved with the immediate manager, the staff member may notify the appropriate person at the next level of management in writing, again outlining the substance of the grievance, dispute or difficulty, requesting a meeting to discuss the matter and, if possible, stating the remedy sought. This manager will respond within 2 working days or, if that is not possible, as soon as practicable. If the matter still remains unresolved, the staff member may continue to notify successive levels of management until the matter is referred to the Commissioner or delegate.
- 35.6** At any stage of the dispute and grievance settling procedure, the staff member may request to be represented by their union. In addition, the Commissioner or delegate or the staff member may refer the matter to mediation.
- 35.7** If the matter remains unresolved, the Commissioner or delegate will provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, outlining the action to be taken, or the reason for not taking action, in relation to the matter.
- 35.8** The staff member, their union on their behalf, or the Commissioner or delegate may refer the matter to the New South Wales Industrial Relations Commission (the Commission) if the matter is unresolved after the use of this procedure.
- 35.9** The staff member and the NRC will agree to be bound by any order or determination by the Commission in relation to the dispute.
- 35.10** While the procedure outlined in 33.2 to 33.8 is being followed, the staff member involved will continue to undertake the normal duties they performed before notifying their immediate manager of the grievance, dispute or difficulty unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

36. Managing displaced staff

- 36.1** Where operational changes result in staff becoming displaced, the arrangements for managing such staff will be in accordance with the NSW Government policy.

37. Union access and membership fees

- 37.1** Staff members may consult with their union, seek representation, distribute union information to other staff, and attend workplace meetings during normal working hours.
- 37.2** Staff members' rights for union representation, industrial action and union access to the work place will be in accordance with the *Industrial Relations Act 1996* and the *Work Health and Safety Act 2011*.
- 37.3** The NRC will deduct union fortnightly membership fees from the pay of any staff member who is a member of a union in accordance with the union's rules, provided that the staff member has authorised the NRC to make such deductions.
- 37.4** The NRC will forward money deducted from staff members' pay to the union regularly, together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.

38. Anti-discrimination

- 38.1** It is the intention of the parties bound by this Enterprise Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 38.2** It follows that in fulfilling their obligations under the grievance and dispute settling procedure described in 33, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilling these obligations for the parties to make application to vary any provision of the Enterprise Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 38.3** Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 38.4** Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)* which provides: *Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.*
 - (d) a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 38.5** This clause does not create legal rights or obligations in addition to those imposed on the parties by the legislation referred to in this clause.
- 38.6** The parties to this Enterprise Agreement note that employers and employees may also be subject to Commonwealth anti-discrimination legislation.

39. No extra claims

- 39.1** The parties agree that, during the term of this agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

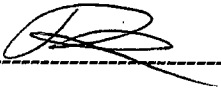
40. Savings of rights

40.1 No staff member covered by this Enterprise Agreement will suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment because of the making of this Enterprise Agreement.

41. Coverage and duration

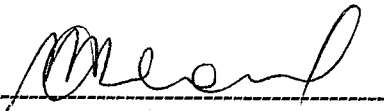
41.1 This Enterprise Agreement will apply to all Staff as defined in Clause 2, Definitions and whose names are listed in Clause 3.1 and to all defined Staff who are employed subsequent to the commencement date of this Agreement. It will commence to operate from 01 July 2018 and will remain in force until 30 June 2020 unless otherwise varied or rescinded.

Dated this 01 / August 2018



David Reynolds

Signed for and on behalf of the Natural Resources Commission Employees



Maree Leonard

Signed by and on behalf of Natural Resources Commission

PART A Remuneration salary points

TABLE 1–Staff salary pay points and remuneration effective after 01 July 2018, 01 July 2019

Classification	Salary Points	After 1 July 2017			After 1 July 2018			After 1 July 2019		
	(Increments)	Base Salary	10% All incidents Allowance	Salary excluding super	Base Salary	10% All incidents Allowance	Salary excluding super	Base Salary	10% All incidents Allowance	Salary excluding super
NRC ENTERPRISE AGREEMENT SALARY POINTS	Level 1 Salary Point 1	56,964	5,696	62,661	58,388	5,839	64,227	59,848	5,985	65,833
	Level 1 Salary Point 2	60,164	6,016	66,181	61,668	6,167	67,835	63,210	6,321	69,531
	Level 1 Salary Point 3	63,364	6,336	69,700	64,948	6,495	71,443	66,572	6,657	73,229
	Level 1 Salary Point 4	66,564	6,656	73,220	68,228	6,823	75,051	69,934	6,993	76,927
	Level 1 Salary Point 5	70,149	7,015	77,164	71,903	7,190	79,093	73,700	7,370	81,070
	Level 1 Salary Point 6	73,733	7,373	81,106	75,576	7,558	83,134	77,466	7,747	85,212
	Level 2 Salary Point 1	80,901	8,090	88,991	82,923	8,292	91,216	84,996	8,500	93,496
	Level 2 Salary Point 2	84,486	8,449	92,934	86,598	8,660	95,258	88,763	8,876	97,639
	Level 2 Salary Point 3	88,267	8,827	97,094	90,474	9,047	99,521	92,736	9,274	102,009
	Level 2 Salary Point 4	93,040	9,304	102,344	95,366	9,537	104,902	97,750	9,775	107,525
	Level 2 Salary Point 5	97,810	9,781	107,591	100,255	10,026	110,281	102,761	10,276	113,038
	Level 2 Salary Point 6	102,581	10,258	112,839	105,146	10,515	115,660	107,774	10,777	118,552
	Level 3 Salary Point 1	104,036	10,404	114,440	106,637	10,664	117,301	109,303	10,930	120,233
	Level 3 Salary Point 2	108,545	10,854	119,399	111,258	11,126	122,384	114,040	11,404	125,444
	Level 3 Salary Point 3	113,317	11,332	124,649	116,150	11,615	127,765	119,054	11,905	130,960
	Level 3 Salary Point 4	116,894	11,689	128,584	119,817	11,982	131,798	122,812	12,281	135,093
	Level 3 Salary Point 5	121,550	12,155	133,705	124,589	12,459	137,048	127,704	12,770	140,474
	Level 3 Salary Point 6	126,205	12,621	138,826	129,360	12,936	142,296	132,594	13,259	145,854
	Level 3 Salary Point 7	131,208	13,121	144,329	134,489	13,449	147,937	137,851	13,785	151,636
	Level 3 Salary Point 8	137,493	13,749	151,242	140,930	14,093	155,023	144,453	14,445	158,899
Level 3 Salary Point 9	142,101	14,210	156,312	145,654	14,565	160,219	149,295	14,930	164,225	
Level 3 Salary Point 10	145,464	14,546	160,011	149,101	14,910	164,011	152,828	15,283	168,111	