

From: Rachel Liebhaber [mailto:rachell@hsu.net.au]
Sent: Friday, 9 August 2019 5:39 PM
To: Chambers - Gostencnik DP; AMOD
Cc: Justin Le Blond; Persephone Forster; Mathew Dean; Naomi Cooper; shue.yin.lo@afei.org.au; jsteele@wentworthchambers.com.au; Leigh Svendsen
Subject: AM2018/12 - relocation allowances

AM2018/12
Aboriginal Community Controlled Health Services Award 2010
Four yearly review of modern awards

Dear Associate,

At the hearing in the above matter on 26 July 2019, Deputy President Masson raised a question about clauses relating to relocation or removal expenses in other awards.

In response, we attach a table which lists relevant awards and clauses relating to relocation or removal expenses.

The final entry in the table refers to a NSW state award, the *Crown Employees (Transferred Employees Compensation) Award 2012*. A copy of this award is also attached to this email.

Regards,

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AM2018/12

Aboriginal Community Controlled Health Services Award 2010

Four yearly review of modern awards

Relocation or removal expenses clauses in awards

Award title	Clause
<p><i>Air Pilots Award 2010</i></p> <p>MA000046</p>	<p>17. Transfers</p> <p>17.1 Permanent</p> <p>(a) A pilot who is permanently transferred to another base at the direction of the employer will be reimbursed for all reasonable expenses incurred by the pilot for the consequential removal of the pilot, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the employer prior to the transfer.</p> <p>(b) A pilot transferred to a new home base will be reimbursed the costs of appropriate accommodation until the pilot has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to two weeks.</p> <p>(c) A pilot will be given no less than 56 days written notice by their employer of an intended permanent transfer, provided that within this period the pilot will be given at least 28 days written notice of the actual date of transfer.</p> <p>(d) The pilot and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.</p> <p>(e) Where a pilot is permanently transferred they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five days, free of all duty to attend to personal matters arising from them being so transferred.</p> <p>(f) Duty-free days prescribed by this award will not be used to meet the requirements of this clause.</p>
<p><i>Aircraft Cabin Crew Award 2010</i></p>	<p>B.1.1 Relocation expenses</p> <p>(a) An employee is entitled to receive payment from their employer of all reasonable expenses incurred by them for the removal of their furniture and personal effects if required to relocate at the direction of the employer from one base to another base for a period in excess of six months.</p>

Filed on behalf of

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MA000047	<p>This subclause applies whether the transfer is permanent or temporary, so long as the actual period of transfer (whether known at the time of initial transfer or not) exceeds six months.</p> <p>(b) Clause B.1.1(a) does not apply when an employee requests to transfer to another base on a permanent or temporary basis.</p>
<p>Australian Government Industry Award 2016</p> <p>MA000153</p>	<p>H.9 Removal expenses</p> <p>H.9.1 Eligible relocated employee means:</p> <p>(a) an employee relocated from one locality to another:</p> <p>(i) in the interest of Australian Hearing or on promotion;</p> <p>(ii) on account of an illness which justifies the relocation;</p> <p>(iii) on transfer to a locality listed in H.8.6;</p> <p>(iv) after the employee has been stationed at one or more of the localities listed in H.8.6 for a continuous period of not less than three years;</p> <p>(v) upon a disciplinary transfer to other duties;</p> <p>(vi) in the case of an excess employee, on transfer at the same or lower classification; or</p> <p>(b) an employee transferred from one locality to another for a period of not less than 13 weeks as a result of a temporary assignment of duties at a higher classification.</p> <p>H.9.2 An eligible employee is entitled to be paid:</p> <p>(a) the cost of conveyance of the employee, dependants and partner by the most economical means;</p> <p>(b) the reasonably incurred cost of removal of furniture and household effects of the employee, dependants and partner; and</p> <p>(c) the reasonably incurred expenses in kennelling and transporting a pet or pets, to a total amount not exceeding \$176.53;</p> <p>(d) from the locality resided in immediately prior to the relocation to the new locality.</p>

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H.9.3 Where Australian Hearing has authorised that travel under clause H.9.2 may be undertaken by private motor vehicle, the employee will be entitled to payment under clause 13.1 of the award.

H.9.4 Where an employee retires or dies, Australian Hearing may authorise the payment of the expenses reasonably incurred by the employee, dependants and partner of the employee in respect of conveyance and removal of furniture and household effects.

H.9.5 Other employees

Where an employee engaged for a specified term or a specified task who has been continuously employed by Australian Hearing, and whose costs of conveyance and removal on engagement were met by Australian Hearing ceases employment, other than as the result of disciplinary action, resignation or application to relocate from a remote locality, Australian Hearing may authorise a discretionary payment of reasonable conveyance and removal costs to the employee's residence prior to engagement.

H.9.6 Disturbance allowance

Where the household effects of an eligible employee under H.9 are removed from one locality to another as a consequence of the employee's relocation for a period of not less than 12 months, the employee will be paid the following:

(a) a single allowance to offset non-reimbursed costs associated with the removal in accordance with the rates set out in the following table:

Employee without dependents or partner - \$573.22

Employee with one or more dependants or partner - \$1198

Additional payment where dependent child is a full-time student - \$227.38 additional payment per child

(b) reimbursement of reasonably incurred costs associated with the connection or reconnection of a telephone service at the new locality if the employee had a telephone service at the previous locality; and

(c) reimbursement of expenses incurred in respect of one motor vehicle owned by the employee for stamp duty on registration, establishment fee for the transfer of the employee's driving licence, and establishment fee for the transfer of the vehicle's registration.

H.9.7 The provisions of this clause will not apply to an employee eligible to be reimbursed for the cost of conveyance and removal under H.9.1(b).

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<p>Australian Public Service Enterprise Award 2015</p> <p>MA000124</p>	<p>11.5 Removal expenses</p> <p>(a) An eligible employee is entitled to be paid:</p> <p>(i) the cost of transport of the employee, clause 11.7—Vehicle allowance;</p> <p>(ii) the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;</p> <p>(iii) the reimbursement of the cost of the insurance premium based on a reasonable replacement value for the furniture and household effects; and</p> <p>(iv) the reasonably incurred expenses in kennelling and transporting a pet or pets, to a maximum of \$196.56.</p> <p>(b) Definitions</p> <p>For the purposes of this clause, an eligible employee means an employee relocated from one locality to another:</p> <p>(i) where the move is determined to be in the interest of the APS or on promotion;</p> <p>(ii) on account of an illness which justifies the relocation;</p> <p>(iii) where the employee relocates to a locality that attracts district allowance under clause 12;</p> <p>(iv) after an employee has been stationed at a locality that attracts district allowance under clause 12 for a period of not less than three years;</p> <p>(v) under the Act upon reassignment of duties under section 15 (Breaches of the Code of Conduct) of the Public Service Act 1999;</p> <p>(vi) under the Act in the case of an excess employee, on relocation at the same or at a lower classification;</p> <p>(vii) for a period of not less than 13 weeks as a result of a temporary assignment of duties at a higher classification; or</p>
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	(viii) as a result of engagement in the APS or engagement in an agency for a specified term or a specified task, and reimbursement for the cost of transport and removal is approved by the Agency Head.
Broadcasting, Recorded Entertainment and Cinemas Award 2010 MA000091	32.10 Change of residence In addition to the provisions of clause 32.9, where an employee is transferred and has to change their place of residence: (a) members of an employee's family who are required to travel whether by rail, sea or air as the result of such transfer are entitled to reimbursement for the actual cost of their fares; and (b) the removal and transmission of the employee's furniture and household effects will be reimbursed by the employer.
Fire Fighting Industry Award 2010 MA000111	17.6 Change of residence expenses Where an employee is permanently promoted, transferred or ordered from one location to another location that reasonably necessitates the employee to change their residence the employer will reimburse the employee for the reasonable expenses incurred in such relocation including the cost of transporting the employee and their family to the new location and costs of moving furniture and personal effects.
Journalists Published Media Award 2010 MA000067	15.4 Transfer (a) An employer must reimburse the following transfer costs where the employer requires an employee permanently to perform their duties in a different city, town, district or State/Territory to the one in which they were previously located: (i) reasonable travelling expenses for the employee and their family; and (ii) the transfer or storage of the employee's furniture and effects. (b) An employee who is temporarily transferred must be reimbursed all reasonable expenses for accommodation and travel.
Rail Industry Award 2010 MA000015	Clause 15.1(c) (c) Relocation allowance Employees who are required by the employer to permanently transfer to a new location which requires the employee to move house will be reimbursed all reasonable and necessary out-of-pocket expenses for: (i) once only travel to the new location for the employee, spouse or de facto partner and dependents;

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	<p>(ii) costs of removal and relocation, including furniture and effects, legal costs for sale and/or purchase of new dwellings; and</p> <p>(iii) if unable to find permanent accommodation, reasonable payment of rent at temporary accommodation for a period of six weeks.</p>
<p>Crown Employees (Transferred Employees Compensation) Award 2012</p> <p>Industrial Relations Commission of New South Wales</p>	<p>10. Removal and Storage Expenses</p> <p>10.1 A transferred employee shall be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:</p> <p>10.1.1 Expenses reasonably incurred by transferred employees and their families for meals and accommodation during the course of the journey.</p> <p>10.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the transferred employee's new location.</p> <p>10.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. If the insured amount exceeds that amount, the case may be referred to the Division Head for consideration.</p> <p>10.1.4 An advance payment to cover the whole or part of the removal expenses provided that the transferred employee repays any unused portion within one month of incurring the cost of removal, unless the Division Head otherwise approves.</p> <p>10.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the transferred employee, the furniture and household effects arrive late at the new location, or are moved before the transferred employee's departure from the former location.</p> <p>10.2 Where the Division Head is satisfied that a transferred employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The transferred employee shall also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 10.1.3 of this clause.</p>

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9 August 2019

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CROWN EMPLOYEES (TRANSFERRED EMPLOYEES COMPENSATION) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 82 of 2012)

Before The Honourable Mr Justice Staff

27 March 2012

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Parties to the Award
3.	Intent and Application
4.	Definitions
5.	Notice of Transfer
6.	Leave
7.	Travelling and Meal Expenses
8.	Temporary Accommodation Benefits - Commercially Rented
9.	Temporary Accommodation Benefits - Privately Rented
10.	Removal and Storage Expenses
11.	Depreciation and Disturbance Allowance
12.	Education of Children
13.	Reimbursement of Transaction Expenses
14.	Reimbursement of Incidental Costs
15.	Retirement and Death Benefits
16.	Additional Benefits
17.	Existing Entitlements
18.	Anti-Discrimination
19.	Grievance and Dispute Settling Procedures
20.	Area, Incidence and Duration

2. Parties to the Award

The parties to this award are:

Director-General, Department of Premier and Cabinet, and

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Intent and Application

- 3.1 The intent of the parties to this award is to provide reimbursement towards expenses of staff members transferred to work in a new location which, by necessity of that transfer, requires them to relocate their principal place of residence in accordance with the decision of Boland J, President of 17 September 2008 in matters nos. IRC 445 and 879 of 2008.

- 3.2 Where an existing or a new staff member is otherwise ineligible for the benefits of this award a Division Head may offer in writing to the new or existing staff member any or all of the benefits available under this award on recruitment or appointment as part of an attraction and retention measure. The benefits must be clearly detailed in writing at the time of appointment. Such offers may also be made to temporary staff members.
- 3.3 Where two staff members who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice eg conveyance and stamp duty. Where applicable, both may claim the leave concessions.

4. Definitions

- 4.1 "Association" shall mean the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- 4.2 "Division Head" is as defined in the Public Sector Employment and Management Act 2002.
- 4.3 "Principal Department" is as defined in the Public Sector Employment and Management Act 2002.
- 4.4 "Director-General, Department of Premier and Cabinet " is as defined in the Public Sector Employment and Management Act 2002.
- 4.5 "Dependant" means a person who lives in the principal place of residence of the member of staff and who is wholly or in part dependent on the staff member for support.
- 4.6 "Excess rent" is rent which is paid for a private rental property in a new location which is above the affordable rate for the staff member as defined in clause 9, Temporary Accommodation Benefits - Privately Rented of this award.
- 4.7 "Family member" is as defined in clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 4.8 "Reimbursement" or "reimbursed" means payment of an expense by the employer which is actually incurred by the staff member, which the Department Head is satisfied is reasonable, and for which adequate evidence is produced by the staff member.
- 4.9 "Staff member" means an officer or departmental temporary employee as defined in the Public Sector Employment and Management Act 2002.
- 4.10 "Transferred Employee" means a staff member who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include a staff member transferred:
- (a) at own request;
 - (b) who has applied for a position and obtained it through a merit selection process; or
 - (c) under an arrangement between officers to exchange positions; or
 - (d) who can reasonably commute to the new location; or
 - (e) where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
 - (f) on account of any misconduct;
- unless the Division Head otherwise approves.

5. Notice of Transfer

- 5.1 The Division Head will give, in writing, as long a period of notice of transfer as is practicable. A transferred employee will not be transferred with less than ten working days notice in writing except in special or urgent circumstances.

6. Leave

- 6.1 Transferred employees will be given special leave of up to five working days as necessary to carry out any of the following activities:
- 6.1.1 Visit the new location to obtain accommodation
 - 6.1.2 Prepare and pack personal and household effects prior to removal
 - 6.1.3 Arrange storage
 - 6.1.4 Travel to the new location for the purpose of commencing duty
 - 6.1.5 Clean the premises being vacated
 - 6.1.6 Occupy and settle into the new premises.
- 6.2 If satisfied that the activities referred to above cannot be completed within five working days, the Division Head may grant additional special leave, as considered necessary.
- 6.3 Subject to operational requirements, where a transferred employee has not been able to secure permanent accommodation at the new location, the transferred employee will be entitled to special leave for the amount of time required to travel to and from their home to enable the transferred employee to spend two consecutive days and nights at home each four weeks. Where a public holiday occurs immediately before or after such leave, the leave will be extended by a day and a night for each such public holiday.
- 6.4 Where this is not practical due to the distance home, a transferred employee will accumulate two days special leave per four weeks until a return home is practical. This leave will be taken at a time suitable to the Division Head and the transferred employee.

7. Travelling and Meal Expenses

- 7.1 A transferred employee shall be entitled to an economy air fare or reimbursement for the use of a private vehicle paid at the casual rate for motor vehicle allowances as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009, on the following basis:
- 7.1.1 For the transferred employee and one member of the household to travel to the new location to seek accommodation.
 - 7.1.2 For the transferred employee and all members of the household to travel to the new location to commence duty. Where the members of the household do not travel with the transferred employee to commence duty the cost of their personal transport will be deferred until such time as they travel to take up residence at the new location.
 - 7.1.3 For the transferred employee proceeding on special leave under subclauses 6.3 and 6.4 of clause 6, Leave of this award.
- 7.2 Where a transferred employee elects to use a private vehicle the motor vehicle allowance shall not exceed the equivalent cost of economy air fares.
- 7.3 Transferred employees travelling to the new location to commence duty who elect to use a private vehicle shall be paid at the official business rate.

7.4 When a transferred employee, travels to the new location to seek new accommodation he or she will be reimbursed for overnight accommodation and meals for the journey to and from the new location for two people under clause 26, Travelling Compensation of the Crown Employees (Public Service Conditions of Employment) Award 2009.

8. Temporary Accommodation Benefits - Commercially Provided

8.1 Temporary accommodation benefits will be reimbursed for a period of up to four weeks to transferred employees who are relocated and use commercially provided accommodation such as a hotel. Such benefits are available in three forms:

8.1.1 Transferred employees without dependant relatives will be reimbursed up to 50% of the cost of accommodation provided that the total amount to be reimbursed does not exceed \$254 per week.

8.1.2 Transferred employees with dependant relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 for each dependant child 6 years and over (max. contribution \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Transferred Employee and Spouse \$ per annum	Amount \$ per week	Each Dependant Child 6 yrs of age and over (max. contribution \$54 per week) \$ per week
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

8.1.3 A transferred employee required to move to the new location ahead of the dependants will be reimbursed up to a maximum of \$254 per week, providing the cost of accommodation is in excess of \$51 per week.

8.2 To be eligible for any Temporary Accommodation Benefit a relocated transferred employee is, by necessity, required to vacate the existing residence prior to departure for the new location and secure board and lodging (including for dependants, where applicable) at the new location pending a residence becoming available.

8.3 This clause will not apply to Government-owned residences.

8.4 Where the period of four weeks referred to in subclause 8.1 of this clause is not sufficient for the transferred employee to obtain suitable permanent accommodation, the Division Head will consider each case on its merits but will require full particulars to be supplied.

8.5 Temporary Accommodation Benefits will not be paid to more than one person per household.

8.6 The Department Head will discontinue payment of Temporary Accommodation Benefits if satisfied the transferred employee has rejected suitable accommodation.

9. Temporary Accommodation Benefits - Privately Rented

9.1 Where a transferred employee secures privately rented accommodation (eg a private house) at his or her new location and incurs excess rent then the transferred employee shall receive assistance as per the table below:

Officer with 2 or more dependant children	\$68 per week
Officer with 1 dependant child	\$59 per week
Officer without dependant children	\$51 per week

9.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred employee means rent in excess of the staff member's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Staff member's weekly contribution" shall be the "Contribution" as above multiplied by 7 and divided by 365.25

The formula for calculating a staff member's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

9.3 Division Heads may require transferred employees to show evidence of difficulties in obtaining cheaper private accommodation, including the provision by a transferred employee of a statutory declaration.

9.4 In exceptional circumstances, Division Heads may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

10. Removal and Storage Expenses

10.1 A transferred employee shall be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:

10.1.1 Expenses reasonably incurred by transferred employees and their families for meals and accommodation during the course of the journey.

10.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the transferred employee's new location.

10.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. If the insured amount exceeds that amount, the case may be referred to the Division Head for consideration.

10.1.4 An advance payment to cover the whole or part of the removal expenses provided that the transferred employee repays any unused portion within one month of incurring the cost of removal, unless the Division Head otherwise approves.

10.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the transferred employee, the furniture and household effects arrive late at the new location, or are moved before the transferred employee's departure from the former location.

10.2 Where the Division Head is satisfied that a transferred employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The transferred employee shall also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 10.1.3 of this clause.

11. Depreciation and Disturbance Allowance

11.1 Where the Division Head is satisfied that the transferred employee has removed a substantial portion of the household's furniture, furnishings and fittings, the transferred employee will be paid a Depreciation and Disturbance Allowance of \$1,126 compensation for the accelerated depreciation of personal and/or household effects to the value of \$7,037 or pro rata if the value is less.

12. Education of Children

12.1 A transferred employee will be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the transferred employee's new location. The transferred employee will be required to provide a certificate from the Department of Education and Communities confirming that the elected subjects are not available at the transferred employee's new location.

12.2 A transferred employee will be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependant child required to change schools as a result of the staff member's transfer from the former location to the new location subject to advice from the new school.

13. Reimbursement of Transaction Expenses

13.1 A transferred employee who sells a residence at the former location and buys a residence (or land upon which to build a residence), as a result of the transfer to the new location, will be reimbursed for Transaction Expenses.

13.2 Such Transaction Expenses will include:

13.2.1 Professional costs and disbursements of a solicitor or registered conveyancing company;

13.2.2 Stamp duty on the purchase;

13.2.3 Real estate agent commission on the sale of former residence;

13.2.4 Registration fees on transfers and mortgages on the residence, or the land and a house erected on the land;

13.2.5 Stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.

13.3 Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation.

13.4 Other than for stamp duty as detailed in subclause 13.5 of this clause, a maximum property value of \$520,000 per property for sale and purchase will determine the limit of Transaction Expenses paid to a transferred employee.

13.5 Stamp duty will be paid in full where occupation of the residence occurs within fifteen months from the date of commencement at the new location. Where occupation of the residence occurs after 15 months but within 2 years from the date of commencement at the new location, reimbursement of stamp duty will not exceed the property value of \$520,000.

- 13.6 Transaction Expenses will be paid where the sale and purchase transactions are completed no earlier than 6 months prior to commencing work at the new location.
- 13.7 The Division Head may consider payment of transaction expenses on a sale and/or purchase of a residence more than 2 years after relocation, if satisfied there is good reason. The transferred employee must provide full details of why the sale and/or purchase could not be completed within the 2 year period.
- 13.8 A transferred employee who does not sell a residence at the former location, but buys a residence at the new location (or land upon which to build a residence), shall be entitled to reimbursement for Transaction Expenses outlined in this clause, provided the transferred employee enters into occupation within 15 months of transfer to the new location.

14. Reimbursement of Incidental Costs

- 14.1 The transferred employee will receive reimbursement for the following Incidental Costs of relocation:
- 14.1.1 Council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property of the relocating transferred employee;
- 14.1.2 Gas and electricity connection costs to the new residence, and telephone connection provided the telephone was connected at the transferred employee's former residence;
- 14.1.3 Survey certificates and pest inspection costs for the new residence;
- 14.1.4 Mail re-direction from the former residence to the new residence for 1 month.

15. Retirement and Death

- 15.1 Upon retirement from the Public Service the transferred employee will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a place of their choice within the State of NSW provided the transferred employee's relocation is effected within 12 months following the date of retirement.
- 15.2 In the event a transferred employee dies, the partner and dependant children or dependant relatives will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a single place of their choice within the State of NSW. Claims under this subclause may be made up to 12 months after the death of the transferred employee.
- 15.3 For retirement and death the maximum amount of reimbursement will be limited to that payable had the transferred employee moved to the place of original recruitment to the Public Service.
- 15.4 "The place of original recruitment" means the address of the workplace where the transferred employee first began duty with the NSW Public Service.

16. Additional Benefits

- 16.1 Subject to approval from the Director-General, Department of Premier and Cabinet, a Division Head may offer additional support or benefits not specifically referred to in this award to assist in the attraction, recruitment or relocation of a staff member to a location. For example this may include assistance with housing, education or career development expenses.

17. Existing Entitlements

- 17.1 This award shall not operate to deprive a transferred employee assigned to work at a new location, prior to the making of this award, of any existing entitlements to compensation.

18. Anti-Discrimination

- 18.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 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.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 18.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 18.4 Nothing in this clause is to be taken to affect:
- 18.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 18.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 18.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 18.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 18.5.1 Employers and staff members may also be subject to Commonwealth anti-discrimination legislation.
 - 18.5.2 Section 56(d) of the Anti-Discrimination Act 1977 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."

19. Grievance and Dispute Settling Procedures

- 19.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Division, if required.
- 19.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 19.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- 19.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 19.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- 19.6 The Division Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 19.7 If the matter remains unresolved, the Division Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.8 A staff member, at any stage, may request to be represented by the Association.
- 19.9 The staff member or the Association on their behalf, or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 19.10 The staff member, Association, Division and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 19.11 Whilst the procedures outlined in subclauses 19.1 to 19.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

20. Area, Incidence and Duration

- 20.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 27 March 2012.
- 20.2 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G.1521) have been incorporated into this award as part of the review.
- 20.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

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