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**SERIAL C4236**

## **CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - WAGES STAFF) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 5609 of 2005)

Before The Honourable Justice Boland

6 December 2005

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## **PART A**

### **1. Title**

This Award is known as the Crown Employees (Roads & Traffic Authority - Wages Staff) Award 2005. The terms of this Award apply to all wages staff of the Roads and Traffic Authority, except those employed at Broken Hill who are covered by a separate Agreement with the Barrier Industrial Council, under the *Transport Administration Act 1988*.

### **2. Parties to the Award**

The parties bound by the Award are the Roads and Traffic Authority (hereinafter called the "RTA") and:

The Australian Workers' Union, New South Wales

Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch

Electrical Trades Union of Australia, New South Wales Branch

Transport Workers' Union of Australia (New South Wales Branch)

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch

New South Wales Plumbers and Gasfitters Employees Union

Hereinafter, parties other than the RTA are called "unions".

### **3. Enterprise Bargaining Infrastructure**

Implementation of continuous improvement is based on consultation. The following bodies assist in facilitating a consultative and participative approach.

#### 3.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RTA management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

#### 3.2 Regional Consultative Groups

Regional Consultative Groups exist in each regional area of the Operations and Services Directorate and include both RTA nominees and union nominated wages staff.

The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

### 3.2.1 Project teams

Project teams are established, if required, to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams are under the managerial control of an RTA Project Manager and include both RTA and union nominated wages staff representatives.

The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

### 3.2.2 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

### 3.2.3 General principles

The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.

Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.

Regional consultative groups:

are chaired (to be shared) by the union and RTA staff representatives

develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.

Nominated representatives and group members have agreed to relevant training to assist them in their roles.

The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

## 4. Terms of Employment

### 4.1 General terms

- (a) You are employed on a weekly basis, unless otherwise specified.
- (b) If you are a new employee, you must complete a probationary period which is:  
the first three months of your employment  
on a daily basis during that period

at the appropriate weekly rate

able to be terminated at one day's notice from either party (you or RTA).

(c) You are paid for any holidays that occur during your probationary period.

(d) You may be engaged on a limited duration basis either for:

a term not less than three months and generally not exceeding 12 months, or

the duration of a project with anticipated starting and finishing dates.

As a limited duration employee you receive the pay rates and conditions of employment provided in this Award.

If your limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for you, unless you are employed for a specific project.

(e) You may be engaged on a casual basis either:

for short terms or emergency projects

where you are required intermittently over a specified period of time (eg. for traffic control)

for a minimum period of three hours per engagement

for a continuous period not longer than three months.

As a casual employee you are paid:

the appropriate base rate plus 20% casual loading to compensate for all leave except long service leave

allowances provided for in this Award

for time worked outside ordinary hours, at overtime rates plus 20%.

(f) As an RTA employee, you must carry out duties that:

you have the skills, competence and training to undertake and are safe to perform

are within the classification structure of this Award

do not promote de-skilling.

(g) If directed by the RTA, you must use the tools, plant and equipment for which you are trained.

(h) If you are absent from work you lose your pay for the period of time that you were absent unless the paid leave provisions apply (for further details governing leave provisions, refer to Section 6 of this Award).

(i) If you arrive at work late or leave work early, your working time is calculated to the nearest 0.1 of an hour (i.e. 6 minutes). The same calculation is used for overtime.

(j) After the probationary period referred to in 4.1.b, your employment can be terminated at any time as follows:

by one week's notice on either side, or



by the payment or forfeiture of one week's wages

without notice for misconduct.

- (k) If you are terminated "without notice" you are paid wages up to the time of termination only.
- (l) If you are on a week's notice and during that time are absent from work without permission, it will be considered that you have abandoned your employment.
- (m) The RTA may deduct wages for any day that you cannot be usefully employed, due to strikes, work stoppages or any cause for which the RTA cannot reasonably be held responsible (not including wet weather), and where any other reasonable alternative duties are not available.
- (n) If you are an apprentice or a trainee and you lose time for any reason not considered satisfactory by the RTA, the RTA is entitled to deduct an amount proportionate to that time from your weekly wage.
- (o) If you are a "non-trades" employee, your pay rate includes an amount for being required to work in inclement weather.

## 4.2 Working hours

### 4.2.1 Normal work cycle

- (a) Your contract of employment is based on 38 ordinary hours worked each week.
- (b) A normal working cycle consists of 152 hours and is:
  - 19 working days within a 20 day, four week period, and
  - eight hours worked each day between 6.00 am and 6.00 pm

During this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles you to one day off in each four week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.

Note: This provision does not apply to Sydney Harbour Bridge maintenance staff (see Clause 4.2.6 for the working hours of this group).

- (c) For accrual purposes:
  - each day of paid leave taken during a four week work cycle is counted as a working day
  - any Public Holidays occurring during the work cycle are counted as 8 hours.
- (d) You or your work group, by agreement with your local management, may change starting/finishing times and the time/hours you work for the following reasons:
  - geography, climate or traffic conditions,
  - specific works, changes to hours, days or periods of the year (whole/part of a depot/individual), or
  - greater flexibility.

#### 4.2.2 Flexible arrangements

- (a) Alternatives to the normal work cycle include a:

nine day fortnight

four day week; or

any alternative work arrangements approved by management and endorsed by the Regional Consultative Group prior to implementation.

- (b) If your working time/hours are varied consistent with this sub-clause, you cannot work more than:

10 hours each day between 6:00 am and 6:00 pm

80 ordinary hours each fortnight.

- (c) If you work a nine day fortnight you receive one additional day off (making a total of two) in each 20 day, four week cycle.

- (d) If you work a four day week you receive three additional days off (making a total of four) in each 20 day, four week cycle.

- (e) For accrual purposes:

each day of paid leave you take during the flexible work cycle is counted as a working day

any Public Holidays occurring during the flexible work cycle are counted as 8 hours.

#### 4.2.3 Continuous work patterns

- (a) Where local management and the majority of staff agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.

- (b) If work time/hours are varied consistent with this subclause, you are:

paid 50% more than your ordinary rate for the first two hours and 100% more than your ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average

paid 100% more than your ordinary time rate for all work on Sundays that forms part of the 38 hours per week average

not required to work on more than ten consecutive days, and

rostered off for at least four consecutive days within the two week cycle. You are not paid for these days.

#### 4.2.4 Accrued day off

- (a) By 30 September, the RTA and the unions develop an ADO calendar for the following year. In doing so, they ensure that:

ADOs fall together with Public Holidays, where appropriate

attention is given to the dates on which ADOs are observed by the Building and Construction Industry.

- (b) Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree.

Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (eg. the last day of the school term or local events such as the Bathurst car races).

- (c) It is essential that local management and staff designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of the RTA and to be equitable to staff.

Any additional days off should be incorporated into the ADO calendar.

- (d) Local management, in consultation with staff, may require you to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO, you are:

given at least 1 week's notice of the change

given a copy of the program of alternative ADOs

not paid penalty payments for this work, and

permitted to take an alternative working day off as your ADO (Note: This day is unpaid.)

- (e) The RTA may require you to occasionally work on an ADO if the ADO:

stops others from carrying out their work

results in other staff having to complete maintenance tasks outside normal working hours

delays a project.

If you are required to work on your ADO without the notice period outlined in 4.2.4 (d), you are:

paid at the Saturday overtime rates

permitted another day off, where practical, before the end of the next work cycle. You are not paid for this day.

- (f) You may accrue a maximum of five ADOs providing there is agreement between:

the RTA and the unions on a statewide basis, or

local management and a majority of staff (whole/part of a depot/individual).

#### 4.2.5 General

Unless you are a shift worker, you are entitled to a meal break each day. Meal breaks:

do not count as time worked

may be taken between 11:30 am and 1:30 pm

are for 30 minutes or up to one hour by agreement.

Generally, your meal break should commence not longer than 5 hours after the start of your normal work.

An exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non-clearway hours.

#### 4.2.6 Sydney Harbour Bridge maintenance staff

- (a) This clause applies to Sydney Harbour Bridge maintenance staff only
- (b) A normal working cycle within this clause consists of:
  - nine working days within a 10 day, two week cycle
  - eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm
  - a 30 minute meal break which includes a paid 10 minute tea break and a 20 minute unpaid break between 11:30 am and 12 noon.

During this cycle, 51 minutes of each day worked is accrued. This entitles you to one day off in each two week cycle, known as an Accrued Day Off (ADO). Wages for accrued time are paid in the period during which it was accrued.

- (c) If an ADO falls on a Public Holiday, you may take your ADO on:
  - the next working day
  - an alternative day in the same two week cycle
  - an alternative day in the next two week cycle.
- (d) For accrual purposes:
  - Each day of paid leave you take during a two week cycle is counted as a working day.
  - Any Public Holidays occurring during the two-week cycle are counted as eight hours.

#### 4.2.7 Averaged Work Pattern

- (a) If you are a continuous shift worker, your ordinary working hours are 38 per week which may be averaged over one or more normal work cycles depending on rostering arrangements.
- (b) Your accrued days off will be taken according to the agreed roster.

### 4.3 Shift work

#### 4.3.1 General

- (a) This clause outlines the conditions for shift work and applies to you unless you are a:
  - Traffic Signals Technicians Assistant
  - Traffic Emergency Patroller.
  - Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant

The conditions for shift work applicable to these roles are detailed in subclauses 4.3.2, 4.3.3 and 4.3.4.

(b) Shift work is worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent the RTA from applying the shift work provisions to complete the work required.

(c) For the purpose of this clause only:

"Ordinary shift hours" means hours worked in accordance with sub clause clauses 4.2.1 - 'Normal work cycle' and 4.2.2 - 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:

19 working days of eight hours within a 20 day, four week cycle,

a nine day fortnight, or

a four day week.

In accordance with sub clause 4.2.2, ordinary shift hours cannot be longer than ten hours.

"Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of the RTA.

"Early morning shift" means any shift commencing at or after 4:00 am and before 6:00 am.

"Afternoon shift" means any shift commencing at or after 1:00 pm and before 6:00 pm.

"Night shift" means any shift commencing at or after 6:00 pm and at or before 4:00 am.

(d) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

(e) If your normal shift is worked between:

Monday and Friday, the Friday shift starts before and finishes after midnight Friday.

Sunday and Thursday, the Sunday shift starts before midnight Sunday.

(f) If you work on a Saturday, Sunday or Public Holiday you are paid at overtime rates, provided that:

Friday shifts referred to in clause (e) are paid at ordinary shift rates

Sunday shifts referred to in clause (e) are paid at ordinary shift rates after midnight Sunday.

- (g) If you work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) you are paid double-time.
- (h) If you are required to work shift work you are given at least 48 hours notice. If your shift hours are changed, you are notified by the finishing time of your previous shift.
- (i) You cannot work more than one ordinary shift on any one day (eg. a day shift and a night shift). If you are required to work a second shift on a given day, the second shift is paid at overtime rates.
- (j) If you work a shift of less than five consecutive days and it is:  
  
due to your actions, you are paid normal shift rates  
  
not due to your actions, you are paid overtime rates.

ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards your completion of five consecutive days worked for the purpose of this subclause.

- (k) When you are on shift work, you are allowed and paid 30 minutes crib time for each shift worked. Generally, it must be taken not more than five hours after the start of the shift. This break may be taken over several periods of time which total 30 minutes.
- (l) If you do not work a complete four week cycle you receive pro-rata accrued entitlements for each shift (or part shift) worked.
- (m) Local management and staff will agree on the:  
  
arrangements for ADOs during your work cycle  
  
accumulation of ADOs (to a maximum of five).

#### 4.3.2 Traffic signals technicians' assistants

- (a) If you are a Traffic Signals Technicians' Assistant:  
  
an afternoon shift finishes after 6.00 pm and at or before midnight  
  
a night shift finishes after midnight and at or before 8.00 am  
  
regular afternoon or night shifts apply which are a normal feature of your work, occur five nights each week and are in operation for more than four consecutive weeks.
- (b) If you work regular afternoon or night shifts, you are paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:  
  
the first five shifts are paid at time-and-a-half  
  
more than five shifts and up to four weeks are paid at the ordinary rate plus 20%  
  
more than four weeks are paid at the ordinary rate plus 15%.
- (c) If you work only night shifts, you are paid at the normal rate plus 30% for each shift you work.

- (d) Saturday time is:  
worked between Friday midnight and Saturday midnight  
paid at time-and-a-half for normal rostered shifts.
- (e) Sunday time is:  
worked between Saturday midnight and Sunday midnight  
paid at double-time.

#### 4.3.3 Traffic emergency patrollers

- (a) If you are a Traffic Emergency Patrollers (TEPs), you are either a:  
shift worker engaged on a combination of morning and afternoon shifts, or  
continuous shift worker engaged on a 24 hour, 7 day, rotating roster.
- (b) You are not required to work more than 6 consecutive days during your roster cycle.
- (c) Your working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00 pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

- (d) You will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.
- (e) You will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.
- (f) You will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.
- (g) You will be allowed and paid a crib break in accordance with subclause 4.3.1, paragraph (k) above.
- (h) Shift rosters operate in the following manner:  
  
You are rostered to work shifts as required by the RTA.  
  
Notice of shifts to be worked is given at least seven days in advance.  
  
If less than seven days notice is given of shift changes, you are paid at the same rate as your previous shift, provided it is greater.
- (i) If you are rostered on a special or spare shift and you are directed to work another shift which:  
  
pays a lesser pay rate, then you are entitled to retain the pay rate of your normal shift  
  
has a greater penalty, then you are entitled to the higher pay rate based on the inclusion of the penalty for the shift you actually worked.

- (j) If you are directed to temporarily work a shift that pays a lesser pay rate, you are entitled to retain the pay rate of your normal shift.
- (k) If you are directed to work at an alternative location, you are paid the appropriate fares to the new destination, in accordance with the provision outlined in Clause 7, Travel/Accommodation.
- (l) If you are required to change your shift and/or location with less than 48 hours notice, you are paid an additional 3 hours at your ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to your shift pattern.

#### 4.3.4 Tow Truck Staff

- (a) If you are a Tow Truck Driver or Tow Truck Attendant you are engaged on a 24 hour, 7 day, rotating roster.
- (b) Tow Truck Staff shall not be required to work more than 6 consecutive days during the roster cycle.
- (c) The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- (e) Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- (g) You will be allowed and paid a crib break in accordance with subclause 4.3.1, paragraph (k) above.
- (h) Shift rosters shall operate in the following manner:

you shall be rostered to work shifts as required by the RTA.

notice shall be given of shifts to be worked at least 7 days in advance.

where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.

- (i) If you are rostered on a relief line and your shifts, as notified in (g) above, are changed with less than 7 days notice you will be paid at the rate of the previously rostered shift providing that it is greater.
- (j) Where you are directed to work at an alternate location, you will be paid the appropriate fares to the new destination in accordance with the provision outlined in Clause 7, Travel/Accommodation.



- (k) Where you are required to change shift and/or location with less than 48 hours notice, you will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in (i) above, in recognition of any inconvenience caused by the alteration to the shift pattern.
- (l) If you are rostered to work on a Public Holiday you will receive a day in lieu. This does not apply where you are rostered on a special or spare shift and are required to work on a Public Holiday. In this case the Public Holiday loading will be paid.

## 5. Payments

### 5.1 Rates of pay

#### 5.1.1 Duration & operative dates for future increases

- (a) This Award takes effect from 1 July 2005 and operates until 30 June 2008. This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Wages Staff) Award 2002 published 19 July 2002 (335 I.G. 266).
- (b) Wages staff covered by this Award receive a:
  - 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2005
  - 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2006
  - 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2007.
- (c) The increases in base rates are paid in consideration of the acceptance of this Award. The new base rates are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

#### 5.1.2 General

- (a) The pay rates in this Award are premised on the "RTA Wages Classification Structure".
- (b) These rates are determined by competence, but as appropriate, may include any or all of the following components:
  - tradespersons' allowance
  - special loading
  - industry allowance
  - inclement weather allowance
  - follow-the-job loading, and
  - roll-up of allowances (including tool, hazard, HIAB, leading hand, etc.)

For a detailed list of pay rates, refer to Table 1, "Rates of Pay" in Part B, "Monetary Rates" of this Award.

For a detailed list of other rates and allowances, refer to Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award.

### 5.1.3 Apprentices

- (a) A tool allowance is included in your pay rate.
- (b) If you are an adult apprentice, you are paid the higher rate of:  
4th year apprentices for the duration of your apprenticeship, or  
that applicable to the substantive position that you held with the RTA immediately prior to commencing your apprenticeship.

### 5.1.4 Trainees

If you are a Civil Construction Trainee you will be paid in accordance with the Crown Employees (Public Service Training Wage) Award 2002. For all your other conditions of employment refer to this Award.

### 5.1.5 Traffic signals technicians' assistants

The pay rate includes compensation for:

- dirty or hot work
- working in the wet
- working in confined or awkward places
- other disability work for which there is no provision

### 5.1.6 Truck drivers

If you are a truck driver, your pay rate includes compensation for your requirement to work in inclement weather. All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work you currently perform.

### 5.1.7 Sydney Harbour Bridge (SHB) maintenance staff

- (a) If you are a SHB maintenance worker and are directed to work on the steel, you are paid an additional amount per week, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.
- (b) If you are an apprentice located at the SHB, you are entitled to the SHB allowance, as outlined above, but you do not receive fares.

## 5.2 Allowances

### 5.2.1 Operative dates and future increases in other rates and allowances

- (a) Work related allowances eg Sydney Harbour Bridge Allowance, increases in line with percentage increases in rates of pay outlined in subclause 5.1.1 above, and applies from the same operative dates.
- (b) Expense related allowances, eg. overtime meal allowance, increases in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

### 5.2.2 General

- (a) The allowances described in this section do not form part of your ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

### 5.2.3 Lead paint removal allowance

If applicable, you are paid on an hourly basis, as described in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award, and only for the period of time when you are:

fully compliant with OHS management plans and safe systems of work

working on structures that are primed with lead-based paint

performing any of the following tasks:

Abrading by hand or mechanical means

Dry or wet blasting inside containment

Grit recovery inside containment

Bagging and packaging lead contaminated waste

Cleaning filters and/or performing internal maintenance on dust extractors

Setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit

Erecting previously used containment sheeting

Removing and disposing of containment sheeting

Flame cutting or welding on the structure

Decontaminating and removing materials and equipment from within the confines of the containment

Bagging and un-bagging of lead contaminated personal protection equipment.

### 5.2.4 Asbestos materials allowance

If you are required to use materials containing asbestos or to work with others using asbestos, you are provided with the necessary safeguards, as required by the appropriate occupational health and safety authority. You must use all supplied safeguards.

In such cases, if the safeguards make the wearing of protective equipment mandatory, you are paid an hourly amount, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

#### 5.2.5 Asbestos eradication allowance

(a) "Asbestos eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.

(b) If you are engaged in asbestos eradication:

all work must be conducted in accordance with the:

*NSW Occupational Health and Safety Act, 2000*

*Occupational Health and Safety Regulation 2001*

you are paid an hourly amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

#### 5.2.6 Asphalt plant repairs allowance

If you are a tradesperson, you are paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award for repairs, maintenance or alterations to the following designated areas:

dryer drum

hot elevator

single chute (Bellambi)

screens

weighing hopper

pug mill

scrubbing bins, jets and scrubbing pits (Bellambi)

cyclone

hot bitumen kettle (Bellambi).

#### 5.2.7 Long/wide loads allowance

If you are a truck driver and drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds:

2.90m wide or 18.29m long or 4.30m high (measured from the ground level), you are paid an hourly amount with a minimum daily amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award

3.36m wide or 21.34m long or 4.58m high (measured from the ground level), you are paid an hourly amount with a minimum daily amount as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

#### 5.2.8 Mechanical trades remote and servicing allowances

(a) If you are a mechanical tradesperson instructed to work alone from a designated remote location, you are paid an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period you are required to work from that location.

- (b) If you are instructed to carry out the defined servicing role, you are paid an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period you are required to carry out that role.

### 5.3 Higher duties

- (a) You are entitled to the payment of higher duties if you are directed to perform the duties of a position graded higher than yours.
- (b) The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- (c) To be eligible for HDA, you must be able to satisfactorily perform the major functions of the position. You are not eligible for the HDA payment if you are learning the critical aspects of the higher graded position.
- (d) Your manager or supervisor must approve the period of higher duties prior to you starting in the higher graded position. Prior approval is also required if your period in the higher graded position is to be extended.
- (e) HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- (f) HDA is only paid to you where:
  - you fill an existing position during casual absences of the incumbent (eg. sick, annual or long service leave)
  - approval is given to create and place you in a temporary position that is intended to exist for a limited duration, (eg. for a specific project)
  - you are directed to perform certain functions for the purpose of maintaining accreditation (eg. RTA Plant accreditation)
  - you are directed to perform the duties of a higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, where the higher graded role is performed during a period of overtime or call-out only, your HDA is paid at an hourly rate only for the period of the overtime or call-out.
- (g) If the required period of relief in the higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- (h) If your higher duties position is a salaried position, your HDA is paid in accordance with RTA Policy.

### 5.4 Overtime

#### 5.4.1 General

- (a) The RTA may require you to work a reasonable amount of overtime at overtime rates. The overtime must be worked in accordance with these provisions. You may refuse to work overtime in circumstances where the working of overtime would result in unreasonable working hours. For the purposes of this clause, what is unreasonable or otherwise is determined with regard to:
  - any risk to your health and safety;
  - your personal circumstances, including family and carer responsibilities
  - the needs of the workplace or enterprise

the notice (if any) given by the RTA regarding the working of the additional hours, and by you of your intention to refuse to work the additional hours,

any other relevant matters.

- (b) You are not required to report to work earlier than your set starting time or return later than your set finishing time without qualifying for overtime. However, if you travel outside your ordinary working hours you are only paid ordinary rates or as prescribed in clause 7.1.3 of this Award.
- (c) If you commence overtime work before or after a shift and continue for an unbroken period during which ordinary time is worked, your overtime is calculated by reference to the total hours worked.
- (d) If you work outside ordinary hours you are paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

- (e) If you are a required to work on a Saturday, Sunday or Public Holiday you are paid for a minimum of four hours or else paid for four hours at the appropriate rate.
- (f) If you are working overtime and you have not had 10 consecutive hours off duty after finishing your last shift, you must have 10 consecutive hours off duty after finishing your overtime.

If you work overtime on a Saturday, Sunday or Public Holiday (and these days are not your ordinary working days off or your ADO) and you have not had 10 consecutive hours off duty within the 24 hour period before starting your next shift, you must have 10 consecutive hours off duty after finishing your overtime.

If the 10 hours off duty occurs during ordinary working time you don't lose any pay.

- (g) If the RTA instructs you to resume or continue work without having 10 consecutive hours off duty, you are:

paid double-time until the end of your duty

entitled to be absent, without losing any pay for ordinary working time, until you have had 10 consecutive hours off duty.

- (h) If you are a shift worker, the conditions in (g) apply, except that eight hours are substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters

where you are required to replace shift workers who do not report for duty

by arrangement between other staff and yourself.

- (i) Except in emergencies, you are not allowed to work more than a half hour of overtime if you are completing holes for firing and before firing if you are excavating sandstone or working underground.
- (j) If you are a shift worker and work in excess of your shift hours (other than Public Holidays) you are paid double-time. All overtime in excess of shift hours on a public holiday is paid at double-time-and-a-half. All overtime payments are calculated using your ordinary wage rate.
- (k) The RTA may delay a scheduled meal break by up to 30 minutes to finish construction work without payment of additional rates. In these circumstances you are given an equivalent amount of time for your meal break.

If you are required to work beyond 30 minutes after your scheduled meal break you are paid at ordinary overtime rates until you receive a meal break. This provision does not apply if you are a shift worker who receives a paid crib break as part of your working arrangements.

#### 5.4.2 Cribs

- (a) If you are required to work two or more hours of overtime after your normal finishing time, you are entitled to a:

30 minute crib break without loss of pay, after the first two hours, and

a similar time allowance for each additional four hours of overtime worked.

To qualify for this entitlement, you must continue to work after your allowed break.

- (b) If you work overtime on a Saturday, Sunday or Public Holiday and work continues after 12 noon, you are allowed a crib break of 30 minutes. This break is taken without loss of pay.
- (c) Having regard to statutory requirements, the RTA and you may agree to a meal or crib break being taken at any time. If the break is not taken you are paid the appropriate overtime rate.

#### 5.4.3 On call

- (a) You are deemed to be on call if you are directed by the RTA to be available for duty outside ordinary hours at all times in order to attend to emergencies or breakdowns.
- (b) If you are on call you are not required to remain at home but you must be contactable and able to respond within a reasonable time.
- (c) If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in 5.4.1(g) and (h).
- (d) If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- (e) If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:

Friday evening/Saturday

Sundays/Monday mornings

your ADOs, and

Public Holidays.

- (f) Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.

#### 5.4.4 Call out and call back

- (a) If you are recalled to work after leaving your job you are paid a minimum of four hours at overtime rates.
- (b) Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- (c) If your call out or call back duties continue into what would be your ordinary working hours your entitlement is calculated as follows:

Overtime rates continue until the minimum four hours have elapsed.

Payment of your ordinary hours rate commences when the minimum four hours have elapsed.

- (d) If any portion of your call out or call back period continues into your ordinary hours, those hours after your ordinary starting time are considered part of your ordinary work hours.
- (e) Nothing in this clause should be interpreted in a manner that gives rise to a claim:  
for the payment of ordinary hours in addition to any payment for call out, nor  
that you have failed to meet your contract hours.
- (f) Payment for a call out or call back is calculated from the time that you depart for work. Payment ceases when you arrive at your residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to your home or accommodation.

#### 5.4.5 Standing by (Snow clearing - Cooma)

- (a) Standing by is when you are directed to stand by in readiness to work overtime. It does not apply when you are on call.
- (b) If you are directed to be on stand by at home, work or elsewhere after ordinary hours, you are paid standing by time at the ordinary rate for the time you are on stand by.

#### 5.4.6 Meal allowance

- (a) If you are required to work more than 1.5 hours after your normal finishing time you are provided with either a meal, or the amount to cover meal expenses, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
- (b) When you complete an additional four hours continuous overtime, you are paid an amount for each subsequent meal in addition to your overtime payment, as set out in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
- (c) If you receive an accommodation allowance that includes payment for an evening meal (see subclause 7.2), you are not entitled to payment under paragraph (a) above.



### 5.5 Payment of wages and termination of employment

- (a) Your wage is paid fortnightly.
- (b) One day of each pay period is recognised as the pay day.
- (c) You will receive a confidential docket with the following details:
  - gross amount and particulars of wages and allowances
  - amount and particulars of deductions
  - classification
  - date on which payment is made
  - period of employment to which the payment relates
  - amount and type of deductions.
- (d) Your wages are paid into your nominated bank account.
- (e) If your employment is terminated, except for misconduct, you are paid all wages/leave entitlements due to you at the time of termination.
- (f) If your employment is terminated for misconduct or you resign, you are paid all wages/leave due to you within one week after termination or after the RTA is notified of your resignation.
- (g) The pay period closes not more than three working days before the recognised pay day. If you are not paid on the recognised pay day, you are paid at ordinary rates for all working time you are kept waiting.

## 6. Leave

### 6.1 General

- (a) You must apply for leave in advance, except in emergency situations where prior notice cannot be given.
- (b) All your leave is subject to RTA approval.
- (c) Although some of your leave entitlements are stated in days, your leave entitlements and the recording of leave taken are in hours.
- (d) If you are appointed to the RTA immediately from a position in the NSW Public Sector, you may transfer your accrued leave entitlements (recreation, sick, family & community services and long service leave) to your RTA position.

### 6.2 Holidays

#### 6.2.1 Public holidays

- (a) This subclause covers all gazetted State Public Holidays. For local Public Holidays, refer to 6.2.3.
- (b) Public Holidays and picnic day are compensated at eight hours pay.
- (c) If a Public Holiday falls on a weekend, no additional payment is made unless you are required to work on that day.

- (d) If you are entitled to be paid for Public Holidays you are paid in full for any holidays occurring during a period of absence where you receive workers compensation payments.
- (e) If a Public Holiday occurs during the first two weeks in which you are granted leave without pay, you are paid for the holiday at your ordinary rate. Public Holidays occurring after two weeks leave without pay are not paid.
- (f) If the RTA terminates your services for reasons other than misconduct or incompetence, you are paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after your termination date.
- (g) If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.

#### 6.2.2 Union picnic day

- (a) The annual union picnic day occurs on the first Monday in December.
- (b) If you are not required to work on the picnic day you are paid at your ordinary rate.
- (c) If you are required to work on the picnic day you are paid double-time-and-a-half for a minimum of four hours.
- (d) You may be required by the RTA to produce the picnic ticket butt as evidence of your attendance at the picnic.
- (e) If you are an apprentice or trainee and are required to attend classes/training on the picnic day, you are granted a day off in lieu.

#### 6.2.3 Local public holidays

- (a) Unless specified elsewhere in this Award, you are paid for gazetted local Public Holidays if:
  - the holiday occurs on a normal working day
  - you are at work in the local area in the working day before and after the local Public Holiday
  - you have a reasonable excuse or approval from your supervisor to be absent from work on the working day before or after the Public Holiday.
  - you worked up to the time of general stoppage on the Public Holiday and resumed when the work recommenced.
- (b) You are not entitled to more than one local Public Holiday in a calendar year.
- (c) You may take this entitlement as two gazetted half days.

### 6.3 Annual leave

#### 6.3.1 General

- (a) Annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year.

Annual leave does not accrue for:

unauthorised absences

leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down (see 6.3.2).

(b) Annual leave must be taken:

in one consecutive period up to six months after the completion of every 12 months of service

in not more than three separate periods throughout the year (with the agreement of the RTA)

at a time convenient to the RTA and you.

It is preferred that your periods of annual leave plus Public Holidays and your ADO be taken in whole weeks, (i.e. Monday to Friday).

(c) In exceptional circumstances, the RTA may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.

#### 6.3.2 Annual close down

(a) The current practice of taking annual leave accrued to 31 December during the December-January school holiday period will continue.

(b) The RTA may vary this practice by agreement between management and the majority of staff for reasons including geographic, climatic or urgent works. In such cases:

you may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays

the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.

(c) If the whole or part of a depot is temporarily closed or reduced to a minimum function for the purposes of annual holidays, and you do not have sufficient leave to cover this period, the RTA seeks to find you work. However, if work is not available you may be required to take leave without pay.

(d) If you are required to take leave without pay during the annual close down period:

you are paid for all Public Holidays occurring during this period

this period counts for accrual of your annual leave.

#### 6.3.3 Shift workers

(a) If you are a seven day shift worker and your ordinary working period includes Public Holidays and Sundays, you are entitled to:

an additional week of annual leave if you work this arrangement for 12 months

additional annual leave of up to one week calculated on a pro-rate basis if you work this arrangement intermittently.

#### 6.3.4 Annual leave loading

Your annual leave loading has been rolled into your weekly pay by increasing it by 1.35%. This was effective from 1 December 1994.

#### 6.4 Long service leave

##### 6.4.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) If you have completed 10 years service recognised by the RTA, you are entitled to long service leave of:
  - 44 working days at full pay, or
  - 88 working days at half pay, or
  - 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, you accrue 11 working days long service leave.
- (d) From 1 January 2005, if you have completed 7 years of continuous service with the RTA, or as recognised in accordance with g) and h) below, you are entitled to access your long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) If you are a part-time or casual staff member, you are entitled to long service leave on the same basis as that applying to full-time staff, but payment for the leave will be calculated on a pro rata basis.
- (f) If you are a shift worker, the number of working days debited during your period of leave may include a Saturday or Sunday that may form a part of the ordinary roster.
- (g) All previous full-time (including limited duration) and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority is taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time, part-time or casual basis.
- (h) Service with other NSW government bodies is also recognised in accordance with the *Transferred Officers Extended Leave Act 1961* (NSW).
- (i) Nothing in paragraphs g) or h) entitles you to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

##### 6.4.2 Effect of approved leave without pay (LWOP) on long service leave entitlements

- (a) To determine if you have completed the required 10 years of service:
  - any period of approved leave taken without pay before 13 December 1963 counts towards calculating your length of service
  - any period of approved leave taken without pay after 13 December 1963 does not count towards your length of service.

- (b) If you have 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.4.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
- military service (eg. Army, Navy or Air Force)
  - major interruptions to public transport
  - periods of leave accepted as workers compensation.
- (c) If you have completed 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.4.1 g) and h) above, any period of approved LWOP not exceeding six months counts for the purposes of calculating your length of service.

#### 6.4.3 Taking of long service leave

- (a) Subject to RTA approval, you may take long service leave:
- at a time convenient to the RTA;
  - for a minimum period of one hour
  - at full pay, half pay or double pay.
- (b) If you choose to take your leave at double pay, your:
- long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment
  - additional payment is made to you as a taxed, non-superable allowance
  - leave entitlements accrue based on the actual number of working days you are absent from work while on long service leave.
- (c) If you choose to take your leave at half pay, your:
- long service leave balance is debited at the rate of half the days/hours taken as long service leave
  - recreation leave entitlements accrue at half the ordinary rate for the days/hours you are absent from work
  - other entitlements accrue at the same rate for the actual days/hours you are absent from work.
- (d) If your ordinary hours of work are constant, payment is made at your current rate of pay.
- (e) If you are part-time or casual and your ordinary hours are not constant, payment is made based on your substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- (f) Your payment includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- (g) Your payment is increased to reflect any increment action that you become eligible for while you are absent on long service leave.

- (h) If you take long service leave while in service, you may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

#### 6.4.4 Sick leave while on long service leave

- (a) You are entitled to claim sick leave that occurs during an absence on long service leave when you are sick for five or more consecutive days.
- (b) To claim sick leave, you must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, your long service leave balance is re-credited with:
  - the equivalent period of sick leave if you are taking leave on a full or half pay basis; or
  - the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if you are taking leave on a double pay basis.
- (d) If you take your long service leave at double pay, the RTA recoups any allowance already paid to you for the period being claimed as sick leave.
- (e) All the above apply if you take long service leave prior to your retirement but not if you take it prior to resigning or being terminated.

#### 6.4.5 Public holidays while on long service leave

- (a) Public Holidays that fall while you are absent on long service leave are not recognised as long service leave and are not deducted from your long service leave balance.
- (b) Payment for such a Public Holiday is calculated as ordinary hours of work and paid at single time, even if you have chosen to take your long service leave at half-pay or double pay.

#### 6.4.6 Payment or transfer of long service leave on termination

- (a) If you are entitled to long service leave on termination of your employment, including retirement, you are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If you are employed on a full-time basis, your payment is calculated at the substantive rate of pay on your last day of service.
- (c) If you have at least five years' but less than seven years' service as an adult, you are paid pro-rata long service leave if your employment is terminated:
  - by the RTA for any reason other than serious and intentional misconduct, or
  - by your request in writing on account of illness, incapacity, domestic or other pressing necessity, or
- (d) In the event of (c) applying, any period of leave without pay taken does not count as service.
- (e) If you resign to join another Government Department, and 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961 (NSW)*, you are entitled to have your long service leave accrual accepted by your new employer.

## 6.5 Sick leave

### 6.5.1 General

- (a) Your sick leave year commences on 1 January. If you commence duty during the course of a calendar year you are credited with a pro-rata entitlement of 96 hours per year.
- (b) The RTA may defer payment of your sick leave payment if you take sick leave during your first three months of service. In such cases, payment is deferred until after you have completed three months' service.
- (c) After your first year of service, you are granted sick leave on full pay to a maximum of 96 hours in each sick leave year.

To be eligible for sick leave, the RTA must be satisfied that your absence is not due to an illness or incapacity attributable to misconduct.

- (d) If you leave the RTA and are re-employed in the same year, you are entitled to the lesser of:

a maximum 96 hours sick leave, or

the number of sick leave days you would have been entitled to had your employment been continuous from the date you were first employed that year.

- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) Any sick leave not taken during your leave year accumulates and you may use it, as required, for genuine absences due to illness or incapacity.
- (g) If you are unable to attend work due to an illness, you must contact your supervisor as soon as possible, preferably before your normal starting time and not later than 24 hours. You must advise your supervisor of:

your inability to attend work

the nature of your illness or incapacity, and

the estimated period of your absence from work.

- (h) If you are absent from work for any period due to an illness, you must supply a medical certificate detailing the nature of your illness, if it is required by the RTA.
- (i) If you have used all your accrued sick leave and are unable to return to work due to an illness or incapacity and you have supporting medical certificates, you may take:

accrued annual leave

accrued long service leave, or

sick leave without pay.

### 6.5.2 Leave and workers' compensation claims

- (a) If you are waiting on the outcome of a claim for worker's compensation, you may be granted accrued sick leave. If your compensation claim is approved, sick leave taken is restored to your entitlement.

- (b) If you are absent from work for more than 26 weeks and you have:

sufficient sick leave available, you may use your available sick leave to top-up the difference between the statutory rate and your ordinary rate of weekly wage, less any shift loadings or other penalties

insufficient sick leave available, you receive the statutory weekly compensation payments only.

#### 6.5.3 Illness while on annual leave

- (a) If you are sick for any period while on annual leave and you have a supporting medical certificate, you are entitled to:

accrued sick leave for the period covered by the medical certificate

have your annual leave replaced by the sick leave and your leave annual leave re-credited.

- (b) You are not granted sick leave for any annual leave taken prior to resigning or terminating your services.

#### 6.6 Maternity leave

- (a) If you are a female staff member (excluding casuals), you are entitled to unpaid maternity leave to enable you to retain your position and return to work within a reasonable time after the birth of your child.

- (b) You may be granted unpaid maternity leave on the following basis:

up to nine weeks before the expected date of birth

up to 12 months after the actual date of birth

- (c) If you are a permanent or limited duration staff member, you may be granted paid maternity leave if you have completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of your child at the ordinary rate of pay for:

fourteen weeks at full pay, or

28 weeks at half pay, or

a combination of the two options above.

- (d) You can request the equivalent pay for the period of leave in (c) above as a lump sum to be paid in advance of starting your maternity leave.

- (e) Your lump sum payment is made up to the maximum period indicated in (c), or for the period of leave actually taken, whichever is the lesser.

- (f) If you request to be paid for maternity leave as a lump sum and then request to return to work before the period of leave is completed, you must repay the remainder of the lump sum amount.

- (g) If you receive payment under this clause you are not entitled to any payment under clause 6.8 Parental Leave.

- (h) If you are on one form of leave and your child is born before the expected date of birth, your maternity leave commences from the date of birth of the child.



## 6.7 Adoption leave

- (a) You are entitled to adoption leave if you are the person who assumes the primary role in providing care and attention to an adopted child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) All staff (excluding casual staff) are entitled to unpaid adoption leave and this may be taken as:
  - short adoption leave, being three weeks leave without pay
  - extended adoption leave:
    - up to 12 months on leave without pay
    - including any short or paid adoption leave
- (d) If you are a permanent or limited duration staff member, you may be granted paid adoption leave if you have completed at least 40 weeks continuous service with a NSW public sector organisation prior to taking custody of the child, at your ordinary rate of pay for:
  - fourteen weeks or;
  - 28 weeks at half pay, or;
  - a combination of the above two.
- (e) You can request the equivalent pay for the period of leave in subclause d) above, as a lump sum that is paid in advance of starting adoption leave.
- (f) Your lump sum payment is made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) If you request to be paid for adoption leave as a lump sum and then you request to return to work before the period of leave is completed, you must repay the remainder of the lump sum amount.
- (h) If you receive payment under this clause you are not entitled to any payment under clause 6.8 Parental Leave.
- (i) If your partner is employed in the public sector, adoption leave is only granted to one of you for each adoption.

## 6.8 Parental leave

- (a) If you are not entitled to maternity or adoption leave, you may be entitled to unpaid parental leave to enable you, as a parent, to share in the responsibility of caring for your child or children.
- (b) If you are employed on a full time or part time basis and you have completed at least 40 weeks continuous service with a NSW public sector, you are entitled to paid parental leave of:
  - one week at full ordinary pay; or
  - two weeks at half ordinary paythe remainder of any requested leave is treated as unpaid leave.
- (c) Unless otherwise agreed, your entitlement to paid parental leave is paid at full ordinary pay for the first five days of approved leave, as set out in sub clause b) above.

- (d) You may take approved parental leave as:
- short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of your spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of your child or children
- extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above. (NB. extended parental leave is unpaid.)
- (e) You may commence your extended parental leave at any time within two years from the date of the birth of your child or the date of placement of the adopted child and leave may be taken:
- full-time for a period not exceeding 12 months or;
- part-time over a period not exceeding two years or;
- partly full-time and partly part-time over a proportionate period of up to two years.

#### 6.9 Family and community service leave

- (a) You may be granted family and community service leave:
- related to your family responsibilities
- related to your requirement to perform a community service
- of pressing necessity, or
- as outlined in the RTA's policy and including:
- accompanying a family member to a medical appointment
- elder care requirements
- child's school requirements such as parent/teacher interviews, education week activities, but not voluntary activities such as attendance at a sports carnival
- becoming naturalised as an Australian citizen
- up to one day for a staff member maintaining a home for moving residence
- up to one day such as attendance at court as defendant in an eviction action, arranging accommodation or removing furniture and affects
- representing Australia or the State as competitors in major amateur sport other than Olympics or Commonwealth Games)
- for staff who hold office in local government other than as a Mayor or President of a council, or a chair of a county council, attending meetings, conferences or other duties associated with that office if those duties necessitate absence during normal working hours.
- (b) The maximum amount of family and community service leave payable at ordinary rates that you may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hours
After the completion of 12 months service in any period of two years after the first year of service	38 hours

For each completed year of service after two years completed services, less any family and community service leave already taken	7.6 hours
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- (c) If you are a part-time employee, family & community service leave is available to you on a pro-rata basis, based on your number of hours worked.
- (d) If your family & community service leave is exhausted, you may be granted additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (e) For the purposes of this subclause, "family" means your:
- spouse
  - de facto spouse, being a person of the opposite sex who lives in the same house as you as your husband or wife on a bona fide basis, although you are not legally married
  - child or adult child (including an adopted child, step child, foster child or ex-nuptial child)
  - parent (including a foster parent or legal guardian)
  - grandparent or grandchild
  - sibling (including the sibling of a spouse or defacto spouse)
  - same-sex partner who you live with as a defacto partner on a bona fide domestic basis, and
  - relative 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 another; and
    - 'household' means a family group living in the same domestic dwelling.
- (f) Subject to approval, your accrued sick leave may be accessed when your family & community service leave has been exhausted, to allow you to provide short-term care or support for a family member who is ill.
- (g) Access to other forms of leave is available to you for reasons related to family responsibilities or community service, subject to approval. These include:
- Accrued recreation leave
  - Leave without pay
  - Time off in lieu of payment for overtime.
  - Make up time.
- (h) Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (i) If you were appointed to the RTA and had immediate previous employment in the NSW Public Sector you may transfer your family and community service leave accruals from your previous employer.

## 6.10 Study leave

- (a) You are entitled to study leave if you are studying a course which:
- is appropriate to your present classification
  - is relevant to the RTA, or
  - provides you with progression or reclassification opportunities.
- (b) Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: One half hour for every hour of lectures, up to a maximum of four hours per week, or Twenty days per academic year
Correspondence students	The lesser of: One half hour for every hour of lecture time in the face- to-face course, up to a maximum of four hours per week, or Twenty days per academic year

## 6.11 Examination and pre-examination leave

To assist you when attempting final examinations in approved courses and to free you from work immediately prior to an examination, you are allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

## 6.12 Military leave

If you are a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves you are eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

## 6.13 Special leave

You may be granted special leave for certain activities that are not covered by other forms of leave, including:

- jury service
- as a witness when called or subpoenaed by the Crown
- emergency volunteers
- declared emergencies

emergency services and bush fire fighting courses

volunteers in policing - education programs

trade union activities and training, including

- trade union training (up to 12 days every two years)
- attending as a witness for a trade union
- assisting counsel or acting as a union advocate
- acting as a member of a conciliation committee
- loan of your services to a trade union
- as a member of a union executive or council

ex-armed services personnel (eg. Medical Review Board, etc.)

National Aborigines' Day

other miscellaneous activities associated with your required involvement:

- as a returning officer
- with local government - holding official office
- with retirement seminars
- as a bone marrow donor
- with exchange awards- (eg. Rotary or Lions)
- at sporting events -(eg. Olympic or Commonwealth Games)
- with graduation and other academic ceremonies
- with professional or learned society meetings/conferences.

## **7. Travel/Accommodation**

### 7.1 Fares and travelling

Subclauses 7.1.1 and 7.1.2 do not apply to you if you are:

- attached to the Sydney Harbour Bridge maintenance office
- a Traffic Signals Technicians' Assistant
- provided with an RTA vehicle to travel to and from your place of residence.

#### 7.1.1 Fares

- (a) This subclause applies where a fare can be established by a recognised public transport route from your residence to your work place or established pick-up point.
- (b) If you travel to and from work by public transport you are paid all fares actually and necessarily incurred in excess of an amount per week or an amount per day, as stated in

Table 2, "Other Rates and Allowances" in Part C, "Monetary Rates" of this Award. However, if the RTA provides camping facilities or equivalent, and you travel to and from your residence each day, the excess fares described above, are not paid.

- (c) If you spend more than 10 minutes travelling each way between the nearest stopping place of any public transport service and your work you are paid for that time at your ordinary pay rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (d) If you elect to travel by your own transport, or because public transport is unavailable/impracticable, the RTA pays the fare equivalent of public transport only.
- (e) Fares are only paid if you make a claim within 14 days of the date you incurred the expense.
- (f) If you choose to move your residence and this involves an increased cost to the RTA, the RTA reserves the right to base your fare payment on the distance travelled from your previous residence.

#### 7.1.2 Travelling Allowance

The following allowance provisions do not apply where payment is made in accordance with clause 7.1.1, Fares.

- (a) If accommodation is not provided, public transport is not available and the RTA does not provide transport, you are paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part C, "Monetary Rates" of this Award, for the appropriate distance you must travel, as follows:
  - 3, but not more than 10 km
  - More than 10 km but not more than 20 km
  - More than 20 km but not more than 30 km
  - More than 30 km but not more than 40 km
  - More than 40 km but not more than 50 km
  - More than 50 km but not more than 60 km
  - More than 60 km but not more than 70 km
  - More than 70 km but not more than 80 km
  - More than 80 km but not more than 90 km
  - More than 90 km but not more than 100 km
- (b) If you are directed to report to the worksite, amenities are provided in accordance with the WorkCover Code of Practice - Amenities for Construction Work.
- (c) If your work or established reporting place is more than 100 km from your residence, the RTA provides accommodation, as per subclause 7.2(b), or suitable transport.
- (d) If the RTA provides accommodation and you choose to travel to and from your residence each day, the RTA does not pay a travelling allowance in excess of the 100 km rate.

- (e) If you choose to move your place of residence and this involves an increased cost to the RTA, the RTA reserves the right to base your travel allowance on the distance travelled from your previous residence.

### 7.1.3 Transport provided by the RTA

- (a) Where the RTA provides you with a vehicle to travel to a worksite, the RTA pays travel time at ordinary rates for the time you spend travelling in excess of:
  - 10 minutes each way from an established pick up point or a point no more than 3 km from your residence, or
  - 20 minutes each way when you are provided with accommodation.
- (b) Travelling time will not be more than three hours each day. All time in excess of this is counted as work time and travel time at overtime rates.
- (c) Vehicles will leave promptly at finishing time.
- (d) Travel time is paid at ordinary rates where your worksite has facilities as outlined in the WorkCover Code of Practice - Amenities for Construction Work. If your worksite does not have these facilities, the time you spend travelling is deemed work time or travel time at overtime rates.
- (e) If you are the driver of an RTA vehicle and you transport other staff and materials to and from the worksite, you are paid overtime. If you are not the driver of such vehicles, you are paid travel time at ordinary rates. You are also paid travel time at ordinary rates if you use an RTA vehicle to attend training or other meetings.
- (f) If the RTA transfers you from one job to another during working hours, the RTA must:
  - pay your time spent travelling as time worked or overtime in accordance with (b) above, plus any additional fares
  - return you to the point from which you were transferred if the RTA was unable to notify you the day before.

### 7.2 Distant work

- (a) If you are a Traffic Signals Technicians' Assistant this subclause does not apply to you because you receive expenses commensurate with salaried staff when engaged on distant work.
- (b) "Distant work" is employment at a workplace that requires you to live away from your usual residence.
- (c) If you are sent from one place to another, the RTA either:
  - (i) Provides you with accommodation and pays for your meals, as follows:
    - At an established RTA camp
    - At a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available
    - If suitable motel accommodation is not available, a single room hotel or private accommodation may be provided

If suitable motel, hotel or private accommodation is not available, you may be accommodated in a caravan park

If a suitable caravan park is not available, you may be accommodated in a caravan with a toilet, shower and air conditioning or another agreed facility. Caravans must include showers, air-conditioning and a toilet. Or,

- (ii) Pays you a 'Country Allowance' to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved. The daily rate is stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates (Country Allowance)" in this Award.
- (d) When you are provided with accommodation, you may elect not to have your meals paid for and to receive an amount, as stated in Table 2, "Other Rates and Allowances" in Part C, "Monetary Rates" of this Award, for breakfast, lunch, dinner and any incidental expenses incurred.
- (e) If you are provided with accommodation and meals you are entitled to an incidental payment of a set amount for each night spent away from your residence or headquarters, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award.
- (g) Where possible the RTA provides you with transport to and from Distant Work at the beginning and end of each work week/period. In this case the time you spend travelling to and from Distant Work is paid as per subclause 7.1.3.
- (h) Where the RTA cannot provide you with this transport:  
  
and you use your own private vehicle you are reimbursed the specified journey at a set rate per kilometre, as stated in Table 2, "Other Rates and Allowances" in Part B, "Monetary Rates" of this Award, or  
  
The RTA reimburses you for the cost of fares and return fares, and  
  
You are paid for the time you spend travelling, as per subclause 7.1.3.
- (i) If you are required to report for duty on Distant Work, the RTA will notify you at least two days before it is necessary for you to travel, except in case of emergency or unforeseen circumstances.
- (j) If the RTA and the majority of staff engaged on Distant Work agree, your ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days. Refer to clause 4.2 Working Hours.
- (k) Camps and accommodation must fulfil the requirements of the *Occupational Health and Safety Act 2000* and its regulations at all times.

### 7.3 Amenities

#### 7.3.1 General

- (a) The RTA provides amenities for all staff engaged on works in accordance with the Workcover Code of Practice - Amenities for Construction Work.
- (b) If you are a tradesperson, the RTA will provide you with a suitable, secure, weatherproof lock-up at the work place for your tools. If a lock-up is not provided and your tools are stolen by reason of the RTA's negligence, the RTA compensates you for the loss, in accordance with Clause 8.5 - Tools.



### 7.3.2 Sydney Harbour Bridge maintenance staff

- (a) If you are SHB maintenance worker, the RTA provides a "clean/dirty" area for you to store your personal clothing separate from your protective clothing.
- (b) This area must have sufficient washing and showering facilities separated from all dirty sections of the area.
- (c) You are allowed the following breaks:
  - Five minutes before lunch to wash and put away personal belongings, or
  - Ten minutes before lunch if you have been performing tasks associated with lead paint removal (as outlined in 5.2.2), to shower and put away personal belongings, and
  - Ten minutes before finishing time to shower, and
  - Enough time before lunch and finishing time to reach an area from your place of work on the bridge.
- (d) You are provided with separate area for the storage of your clothes, tools and food. This area must not contain painting materials.

### 7.4 Tea breaks and drinking water

- (a) If you are not a SHB maintenance worker, you are entitled to a paid 20 minute morning tea break, as agreed with the RTA. This break should not necessarily cause work stoppage.

The RTA provides:

tea and coffee making facilities

cool drinking water.

- (b) If you are a SHB maintenance worker, you are entitled to a ten minute:
  - morning tea break, to be taken alongside your lunch break, and
  - tea break immediately before finishing time.

## 8. Other Conditions

### 8.1 First aid

- (a) For full details, refer to the Occupational Health and Safety Regulation 2001.
- (b) If the RTA appoints you to perform first aid, you are paid an additional daily amount, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.

### 8.2 Union contributions

- (a) The unions shall provide the RTA with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- (b) The unions shall advise the RTA of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the RTA at least one month in advance of the variation taking effect.

- (c) Subject to (a) and (b) above, if you are a member of the union, the RTA shall deduct your union fortnightly membership fees from your pay if you have authorised in writing, the RTA to make such deductions
- (d) Monies so deducted from your pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to your union membership account.
- (e) Unless other arrangements are agreed to by the RTA and the union, your union membership fees shall be deducted on a fortnightly basis.
- (f) If you have already authorised the deduction of your union membership fees from your pay prior to this clause taking effect, nothing in this clause shall be read as requiring you to make a fresh authorisation in order for such deductions to continue.

### 8.3 Union representatives

If you are an elected union representative and you have been notified and accepted by the RTA as an accredited union representative, you are allowed sufficient time in work hours to interview the supervisors, managers and staff you represent on matters affecting them.

### 8.4 Certificates and licences

Your weekly pay rate, as stated in Table 1, "Rates of Pay", in Part B, "Monetary Rates" includes 50 cents for your drivers' licence whether or not you are required to drive plant items or motor vehicles. This is effective from your first full pay period commencing on or after 1 July 1997.

### 8.5 Work apparel

#### 8.5.1 General

- (a) The work apparel issued to you in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by the RTA.
- (b) The RTA issues, free of cost, the following work apparel:

Item	Number
Trousers* Shorts* Long pants*	Five (5) in total, in any combination
High-visibility, long sleeve shirt* Cotton drill long sleeve shirt*	Five (5) in total, in any combination
Windcheater (sloppy joe)	Two (2)
Jacket (light, heavy or spray)	Two (2)
Long socks	Five (5)
Belt	One (1)
Hat (stockman style)	One (1)
Gear bag	One (1)

\* One pair of overalls may be substituted for any pants/shirt combination.

- (c) Your work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- (d) It is a condition of your employment that you wear the work apparel issued to you by the RTA while you are on duty.

- (e) If you elect to wear cotton drill shirts, you must wear an approved, high-visibility garment over your shirt when you are working near traffic.
- (f) You are responsible for the cost of cleaning and maintaining your RTA-issued work apparel.
- (g) If you are a casual worker, you are initially issued with two sets of trouser and shirt combinations, plus other essential items (eg. belts, socks). All other items are issued on a "needs" basis (eg. winter jackets).

#### 8.5.2 Protective clothing

The RTA must provide you with personal protective clothing and equipment (PPE), as stated in your Safe Working Method Statements (SWMS), to ensure your health and safety in the workplace.

### 8.6 Tools

#### 8.6.1 Issue

The RTA provides you with all necessary special tools required to perform your work.

#### 8.6.2 Insuring tools

- (a) The RTA insures your tools against loss or damage by fire while the tools are on RTA premises or worksites.
- (b) The RTA reimburses you for loss of tools, as follows:
  - up to a value, as stated in Table 2, "Other Rates and Allowances", in Part B, "Monetary Rates" of this Award.
  - if the RTA has requested the tools be stored on the job
  - if they are stolen, by break and enter, outside ordinary working hours.
- (c) The RTA may require you to provide a list of all your tools.

### 8.7 Grievance resolution and dispute settlement

#### 8.7.1 Grievance resolution

- (a) The RTA's Grievance Resolution Policy (contained in the RTA's Human Resources Manual) provides the opportunity for workplace issues to be raised early and resolved locally in a timely manner.
- (b) A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:
  - (i) Allocation of work or development opportunities
  - (ii) Workplace communication difficulties, or interpersonal disputes;
  - (iii) Changes in work processes/practices.
- (c) The Grievance Resolution Policy and Grievance Resolution Procedure should be utilised when grievances arise.

- (d) Whenever the relevant Policy and Procedures are being followed, normal work will continue.

#### 8.7.2 Dispute settlement

- (a) A dispute is a complaint or difficulty which affects more than one staff member. It may relate to a change in working conditions that is perceived to have a negative implication on staff.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of the following process.
  - (i) If a dispute arises in a work location and that dispute cannot be resolved between staff or their representative and the supervisor, the dispute is referred to the RTA Manager, Industrial Relations, or delegate, who then arranges for the dispute to be discussed with the unions.
  - (ii) If the dispute cannot be resolved at this level, it is referred to RTA senior management.
  - (iii) If the dispute cannot be resolved at this level, it is referred to the Industrial Relations Commission of NSW.
  - (iv) While this process is continuing, there should be no work stoppages or any other form of work limitation.
  - (v) The relevant union reserves the right to vary this procedure where a genuine safety factor is involved, in accordance with subclause 8.7.3.

#### 8.7.3 Disputes relating to OHS issues

- (a) The RTA and wages staff are committed to the *Occupational Health and Safety Act 2000* and any other relevant statutory requirements, at all times.
- (b) When an OHS risk is identified or a genuine safety factor is the source of a dispute:
  - (i) You have a duty to notify the RTA of the risk through your Occupational Health & Safety Committee, and
  - (ii) To allow the RTA a reasonable amount of time to respond.
  - (iii) The RTA has a duty to address the issue identified, and
  - (iv) Report on the issue within a reasonable timeframe.
- (c) If you notify WorkCover without allowing the RTA a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) The RTA respects your right to refuse to continue working due to a genuine safety issue.
- (e) The unions and you acknowledge that the creation of an industrial dispute over an OHS matter that is not legitimate is a breach of the legislative provisions under section 25 of the *Occupational Health and Safety Act 2000*.

## 8.8 Anti-discrimination

- (a) It is the intention of all parties bound by this Award (the RTA, the union and you) 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.
- (b) As such, it follows that in fulfilling your obligations under the dispute resolution procedure stated in this Award, all parties have an obligation 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 is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because that employee:
  - (i) has made a complaint of unlawful discrimination or harassment, or
  - (ii) may make a complaint of unlawful discrimination or harassment, or
  - (iii) has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be used to:
  - (i) promote any conduct or act which is specifically exempted from anti-discrimination legislation.
  - (ii) enforce the offering or provision of junior pay rates to people under 21.
  - (iii) promote any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - (iv) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon all parties by the legislation referred to in this clause.

## NOTES

1. The RTA and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977*, states:

"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."

**9. No Extra Claims**

- (a) The parties undertake not to pursue a work-value claim for work performed prior to 1 July 2004.
- (b) The parties undertake not to pursue any extra claim, except with regards to matters specified in Clause 10, Leave Reserved until after 30 June 2008.

**10. Leave Reserved**

A working party will be established immediately to address the amount of the employee contribution to fares. If the issue remains unresolved, leave is reserved to the parties to apply to the Industrial Relations Commission after 12 months from the date of this award in relation to the terms and conditions of Clause 7.1, Fares and Travelling.

**PART B****MONETARY RATES****Table 1 - Rates of Pay - Non Trades**

Pay point	Positions	4% Opve ffpp o/a 1/7/2005 per week \$	4% Opve ffpp o/a 1/7/2006 per week \$	4% Opve ffpp o/a 1/7/2007 per week \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	730.10	759.30	789.70
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	749.80	779.80	811.00
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	769.60	800.40	832.40
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarkers Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4 Traffic Emergency Patroller	789.30	820.90	853.70
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarkers Grade 3 Storeperson Grade 2 Rigger Grade 1	809.00	841.40	875.10
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2	828.70	861.80	896.30

7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	848.50	882.40	917.70
8	Team Leader Grade 1 Bitumen Spray Driver Finishing Grader Operator Team Leader (Stores) Rigger Grade 4 Truck Driver (Tow Truck)	868.20	902.90	939.00
9	Truck Driver (Road Train) Team Leader (Rigger)	888.00	923.50	960.40
10		907.70	944.00	981.80
11	Team Leader Grade 2 Team Leader (Tow Trucks)	927.40	964.50	1003.10
12		947.20	985.10	1024.50

#### Rates of Pay - Trades

Pay point	Positions	4% Opve ffpp o/a 1/7/2005 per week \$	4% Opve ffpp o/a 1/7/2006 per week \$	4% Opve ffpp o/a 1/7/2007 per week \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	794.90	826.70	859.80
2	Plasterer Grade 1	808.20	840.50	874.10
3	Mechanical Trades Grade 1 Fitter Grade 1	812.40	844.90	878.70
4	Painter Grade 2	814.70	847.30	881.20
5	Signwriter Grade 1	818.70	851.40	885.50
6	Metal Fabricator Grade 1 Plumber Grade 1	820.60	853.40	887.50
7	Shipwright Grade 1	827.80	860.90	895.30
8	Painter Grade 3 Traffic Facilities Painter Grade 2	834.70	868.10	902.80
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	835.60	869.00	903.80
10	Electrician Grade 1	853.30	887.40	922.90
11	Painter Grade 4 Traffic facilities Painter Grade 3	854.50	888.70	924.20
12	Mechanical Trades Grade 2 Fitter Grade 2	856.20	890.40	926.00
13	Signwriter Grade 2	859.50	893.90	929.70
14	Metal Fabricator Grade 2 Plumber Grade 2	861.60	896.10	931.90
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	877.30	912.40	948.90
16	Signwriter Grade 3	880.00	915.20	951.80
17	Electrician Grade 2	896.00	931.80	969.10
18	Construction Carpenter Grade 3	898.20	934.10	971.50
19	Mechanical Trades Grade 3 Fitter Grade 3	899.00	935.00	972.40
20	Plumber Grade 3	902.70	938.80	976.40

21	Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	927.40	964.50	1003.10
22	Electrician Grade 3	938.50	976.00	1015.00
23	Mechanical Trades Team Leader Fitter (Team Leader)	941.80	979.50	1018.70
24	Plumber (Team Leader)	943.70	981.40	1020.70
25	Electrician (Team Leader)	981.20	1020.40	1061.20

#### Rates of Pay - Apprentices

Pay point	Positions	4% Opve ffpp o/a 1/7/2005 /week \$	4% Opve ffpp o/a 1/7/2006 /week \$	4% Opve ffpp o/a 1/7/2007 /week \$
1	Apprentice 1st Year Painter/Decorator Signwriter	356.00	370.20	385.00
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	362.10	376.60	391.70
3	Apprentice 1st Year Bricklayer	366.70	381.40	396.70
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	373.50	388.40	403.90
5	Apprentice 1st Year Carpenter/Joiner Shipwright	388.90	404.50	420.70
6	Apprentice 1st Year Bridge & Wharf Carpenter	396.70	412.60	429.10
7	Apprentice 2nd Year Painter/Decorator Signwriter	461.20	479.60	498.80
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	467.40	486.10	505.50
9	Apprentice 2nd Year Bricklayer	472.00	490.90	510.50
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner	478.70	497.80	517.70



	Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber			
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	494.40	514.20	534.80
12	Apprentice 2nd Year Bridge & Wharf Carpenter	502.20	522.30	543.20
13	Apprentice 3rd Year Painter/Decorator Signwriter	585.50	608.90	633.30
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	591.70	615.40	640.00
15	Apprentice 3rd Year Bricklayer	596.10	619.90	644.70
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	603.00	627.10	652.20
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	618.30	643.00	668.70
18	Apprentice 3rd Year Bridge & Wharf Carpenter	626.10	651.10	677.10
19	Apprentice 4th Year Painter/Decorator Signwriter	671.60	698.50	726.40
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	677.90	705.00	733.20
21	Apprentice 4th Year Bricklayer	682.30	709.60	738.00
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	689.20	716.80	745.50
23	Apprentice 4th Year Carpenter/Joiner Shipwright	704.60	732.80	762.10
24	Apprentice 4th Year Bridge & Wharf Carpenter	712.20	740.70	770.30

**Table 2 - Other Rates and Allowances**

Clause	Description	4% Opve Ffpp o/a 1/7/2005 \$	4% Opve ffpp o/a 1/7/2006 \$	4% Opve Ffpp o/a 1/7/2007 \$
<b>Other Rates</b>				
5.1.5 (a)	Sydney Harbour Bridge Maintenance Staff Sydney Harbour Bridge Allowance	145.30	151.10	157.10
<b>Allowances</b>				
5.2.2	Lead Paint Removal Allowance	1.73	1.80	1.87
5.2.3	Asbestos Materials Tradespersons	0.71	0.74	0.77
5.2.4 (c)	Asbestos Eradication Tradespersons	1.89	1.97	2.05
5.2.5 (a)	Asphalt Plant Repairs Tradespersons	0.71	0.74	0.77
5.2.6	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment 3.36m wide or 21.34m long or 4.58m high minimum payment	1.8000 7.20 3.3650 13.46	1.8725 7.49 3.5000 14.00	1.9475 7.79 3.6400 14.56
<b>Overtime</b>				
5.4.5 (a)	Meal Allowance First meal	10.20	10.20	10.20
(b)	Subsequent meal	8.50	8.50	8.50
<b>Fares and Travelling</b>				
7.1.1 (b)	Fares per week per day in excess	1.00 0.20 2.40	1.00 0.20 2.40	1.00 0.20 2.40
7.1.2 (a)	Travelling Allowance 3 - 10 km 10 - 20 km 20 - 30 km 30 - 40km 40 - 50 km 50 -60 km 60 - 70 km 70 - 80 km 80 - 90 km 90 - 100 km	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30
7.2 (b) (ii)	Distant Work Board & lodging Broken parts of week where camp not provided	553.00 79.00	553.00 79.00	553.00 79.00
(c)	Breakfast Lunch Dinner Incidentals	16.85 19.30 33.30 8.00	16.85 19.30 33.30 8.00	16.85 19.30 33.30 8.00
(e)	Private Vehicle over 2700 cc Private Vehicle 1600 - 2700 cc Private Vehicle under 1600 cc	0.281/km 0.261/km 0.220/km	0.281/km 0.261/km 0.220/km	0.281/km 0.261/km 0.220/km

Other Conditions				
8.1 (c)	First Aid First aid Allowance	2.53	2.63	2.74
8.6.3 (b)	Insuring tools Reimbursement for loss	1110.00	1110.00	1110.00

## APPENDIX A

### WORKPLACE REFORM

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of the RTA Road Services Business Units against other public and private sector road services providers.

2. Process improvement

The RTA, unions and wages staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all wages staff and is:

implemented in consultation with the unions that will link performance in the workplace with the goals of the RTA, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

ensuring teams and wages staff understand the relationship or interdependence of their role with other teams and wages staff

clearly defining expectations for each team and wages staff member against the agreed goals of the RTA and productivity standards

ensuring each team and wages staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and wages staff on the RTA's work practices, management practices and possible innovations

encouraging teams and wages staff to participate in their work unit's decision making process.

4. Conditions of employment

(a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:

developed and implemented in consultation with the unions to link performance in the workplace with the goals of the RTA

evaluated and monitored by the SBU.

- (b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all wages staff

provide opportunities for all wages staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet wages staff and customers' needs.

5. Occupational health and safety

- (a) The RTA is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all wages staff; and

management and wages staff representatives' participation on occupational health and safety committees.

- (b) The RTA encourages wages staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

6. Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with its policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process to ensure equitable treatment of excess staff throughout the RTA.

Such a process includes appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme as set out in policy.

The implementation of any clause in this Award is not intended to cause any forced redundancies.

It is not the intention that any clause in this Award prevents the RTA managing excess staff in accordance with Government policy and through a consultative process with wages staff and the unions.

7. Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA:

abides by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

abides by the terms and conditions of the RTA and Combined Unions' Contractors' Protocol Policy being developed by the parties.

ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in clause A9, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in point 4, Work Environment, of this Appendix, takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA wages staff, the parties agree that the Government's policy on Market Testing and Contracting Out is observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of wages staff to perform the work under contractual conditions, takes place between the RTA and the unions before initiating any change to operations presently carried out by RTA wages staff.

This is to ensure that all parties are informed of plans and wages staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix C for Principles, Definitions and Consultative Process).

9. Unplanned absenteeism (sick leave)

The parties are committed to the ongoing reduction in the level of sick leave by continuing to participate in the Attendance Maximisation Program (AMP).

Wages staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness continue to be entitled, by Chief Executive approval, to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

10. Spread of hours

The parties agree to continue negotiations to achieve a wider and more flexible spread of hours during the life of the Award to enable the RTA to better meet its customers' needs, give recognition to variations that exist between locations and types of work and improve the quality of working life for RTA staff.

11. Consultation

The parties agree that in order to maximise the benefits that can be obtained through the enterprise bargaining process there is a need for full and open consultation on all relevant issues affecting wages staff and unions.

The parties are committed to timely and effective consultation which provides RTA wages staff and unions with the opportunity for input into such matters that impact upon them prior to their implementation.

## 12. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

**APPENDIX B****DEFINITIONS**

## Adult apprentice

Means a person who commences their apprenticeship with the RTA at age 21 years or older.

## RTA

The Roads and Traffic Authority of New South Wales as constituted under Section 46 of the *Transport Administration Act, 1988*.

## Staff/Employee

Means a person(s) engaged by the RTA under the *Transport Administration Act 1988* and whose conditions of employment are bound by this Award.

## Safe system of work

The Safe System of Work on the Sydney Harbour Bridge is documented in the Memorandum of Agreement between the Labor Council of NSW (Unions NSW), the unions and the Commissioner for Main Roads, dated 28 October 1988, as amended from time to time.

## Follow the job loading

Means an allowance paid as compensation for lack of continuity of employment and for the need to change work locations in the construction industry.

## Inclement weather

Means wet weather/abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

## Industry allowance

Staff working in the open on civil/ mechanical engineering projects and subject to climatic conditions, i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).

## Call Out/Call Back

Means a request to return to work to attend to an emergency or breakdown.

## RTA Policy

Means policy set out in the RTA's Human Resources Manual.

## Crib

Means a paid meal break, which is treated as time worked.

**Substantive/ordinary rate of pay**

Means the rate you are paid on an hourly basis, paid according to your contract hours of work and the weekly wage for your classification.

**Non-superable allowance**

Means a payment is not taken into consideration when calculating superannuation contribution.

## **APPENDIX C**

### **MARKET TESTING AND CONTRACTING OUT**

**Principles, Definitions and Consultative Process****1. Principles****1.1 Selection of an area of work to market test**

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

**1.2 Conduct of market testing projects**

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:

track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past

reports from reference sites

past performance in management of sub-contractors

fitness and quality of the process proposed by the bidder

financial stability of the firm

ability to meet statutory requirements, including occupational health and safety requirements, and

calibre of the key people involved in delivery of the work.

- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and staff must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with staff and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support all staff, especially those involved in internal bid processes.

### 1.3 Management of an area of work after market testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance or the work area on behalf of the RTA.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

## 2. Definitions

### Consultation

The process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:

the identification of decision alternatives



the identification of decision criteria; and

the outcome of evaluation of alternatives against the criteria.

In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.

Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.

#### Market Testing

A rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.

#### Major Works

Works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

### 3. Consultative process

#### Step 1

- (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
- (b) Agreement to proposals sought from Director.
- (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Unions NSW.
- (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
- (e) Responses considered by relevant Director and proposals modified where appropriate.

#### Step 2

- (a) The RTA Executive advised of nominated projects by relevant Director.
- (b) Nominations considered by Board and which project should proceed to market testing determined.
- (c) Relevant unions, SBU and Unions NSW advised of project approvals by Director Corporate Services.

#### Step 3

- (a) Project initiated by local management.

- (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
- (c) In-house bid team advised of targeted savings / areas for improvement.
- (d) Evaluation committee appointed by relevant Director.
- (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
- (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
- (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
- (h) Relevant probity processes established by local management.
- (i) If determined necessary (i.e. to gauge size of market, identify options, etc.) Expression of Interest called.
- (j) Expressions of interest evaluated and short list prepared.
- (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (l) RFP/tender documents modified where appropriate by market testing team.
- (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (n) Evaluation model modified where appropriate by market testing team.
- (o) RFP/tender documents issued.

#### Step 4

- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
- (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.

#### Step 5

- (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
- (b) Approval of evaluation report recommendations sought from the RTA Executive by relevant Director.

Step 6

- (a) Relevant unions and bidders advised by Relevant Director of decision of the RTA Executive.
- (b) Staff advised and in-house bid team debriefed by local management.

R. P. BOLAND *J.*

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Printed by the authority of the Industrial Registrar.

(1389)

**SERIAL C4374****CROWN EMPLOYEES (NSW POLICE (NURSES')) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 6815 of 2005)

Before The Honourable Justice Boland

3 February 2006

**AWARD****PART A****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	No Further Claims
3.	Definitions
4.	Rates of Pay
5.	Wages Sacrifice to Superannuation
6.	Transitional Arrangements
7.	Hours of Work
8.	Overtime
9.	Travelling Time
10.	Leave in lieu of overtime
11.	Part-Time Employment
12.	Casual Employment
13.	Public Holidays
14.	Annual Leave
15.	Leave Generally
16.	Introduction of New Technology
17.	Productivity Measures
18.	Clothing Allowance
19.	Disputes/Grievance Settlement Procedures
20.	Anti-Discrimination
21.	Other Conditions of Employment
22.	Leave Reserved
23.	Area, Incidence and Duration

## PART B

## Monetary Rates

Table 1 - Salaries

Table 2 - Allowances

**2. Further Claims**

The Association undertakes not to pursue any new conditions claims arising for the life of the Award as agreed in the Memorandum of Understanding between the NSW Government and the Association dated December 2005.

### 3. Definitions

"Officer" means and includes all persons employed by NSW Police who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means: a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses Association.

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in Clause 3 Definitions in the Public Health System Nurses' & Midwives' (State) Award made on 5 December 2005 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B.

### 4. Rates of Pay

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in table 1 - Salaries, of Part B, Monetary Rates.

### 5. Wages Sacrifice to Superannuation

5.1 Notwithstanding the salaries prescribed in Clause 4, Rates of Pay, of this award, an employee may elect, subject to the agreement of the NSW Police, to sacrifice a portion of the wage payable under clause 4 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the wage payable under clause 4 or fifty (50) percent of the current applicable superannuable wage, whichever is the lesser. In this clause superannuable wage means the employees wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

5.2 Where the employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contribution:

- a. the employee shall be provided with a copy of the signed agreement. The Wage Packaging Agreement may be terminated at any time at the employees election. The Wage Packaging Agreement ceases on termination of the employees services with NSW Police;

- b. subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYE deductions by the amount of that sacrificed portion; and
  - c. any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or Stature which is expressed to be determined by reference to an employees wage, shall be calculated by reference to the wage which would have applied to the employee under clause 4 of this Award in the absence of any wage sacrifice to superannuation made under this Award.
- 5.3 The employee may elect to have the portion of payable wage which is sacrificed to additional employer superannuation contributions:
- a. paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions.
  - b. subject to the NSW Police agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee elects to wage sacrifice in the terms set out in 5.3 above, NSW Police will pay or will arrange to have paid the sacrificed amount into the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
- a. the *Police Regulation (Superannuation) Act 1906*;
  - b. the *Superannuation Act 1916*;
  - c. the *State Authorities Superannuation Act 1987*;
  - d. the *State Authorities Non -contributory Superannuation Act 1987*; or
  - e. the *First State Superannuation Act 1992*

NSW Police must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 above is included in the employees superannuable wage which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her wage to superannuation, an employee had entered into an agreement with NSW Police to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 above, NSW Police will continue to base contributions to that fund on the wage payable under clause 4 to the same extent as applied before the employee sacrificed a portion of that wage to superannuation. This clause applies even though the superannuation contributions made by NSW Police may be in excess of superannuation guarantee requirements after the wage sacrifice is implemented.

## 6. Transitional Arrangements

- 6.1 For the purposes of this clause "transitional date" means 2 June 1998.
- 6.2 The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause 5.4 of this clause. The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table.

Provided that a registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or

more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.

- 6.3 Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is, the transitional arrangements shall apply to all periods of employment under this award or the Public Health System Nurses' & Midwives' (State) Award, which commence on or after the transitional date.
- 6.4 Transitional Table:

Column A (Old incremental scale)	Column B (New incremental scale)
Year of Service	Year of Service
1	1
2	1
3	2
4	3
5	4
6	5
7	6
8	7
UG1	8

Note: For the purpose of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purpose of this clause as a "UG1" qualification) shall enter the incremental scale on the second year of service.

- 6.5 The year of service determined by this clause shall be the year of service only for the purpose of salaries. In particular, this clause shall not affect the definition of service for the purposes of annual leave, sick leave or extended leave.
- 6.6 A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

## 7. Hours of Work

- 7.1 The ordinary hours of work shall be as follows:
- For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
  - For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.
- 7.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.
- 7.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.
- 7.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:
- Saturday 50%
- Sunday 75%

- 7.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 7.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.
- 7.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.
- 7.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.

### **8. Overtime**

- 8.1 Subject to 8.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 8.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- a. any risk to employee health and safety;
  - b. the employee's personal circumstances including any family and carer responsibilities;
  - c. the needs of the workplace or enterprise;
  - d. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - e. any other relevant matter.

Except as provided for in Clause 8.4 of this clause:

- 8.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.
- 8.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 7.1 of Clause 7, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

### **9. Travelling Time**

The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, shall be compensated by time off in lieu.

Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 7.1 of Clause 7, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of Clause 25, Excess Travelling Time, and Clause 26, Waiting Time, of the Crown Employees (Public Service Conditions of Employment) Award 2002, in excess of 152 hours in any 28-day roster period.



### 10. Leave in Lieu of Overtime

An officer who, with the approval of NSW Police, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and NSW Police.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police, leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.
- d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

### 11. Part-Time Employment

- 11.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.
- 11.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.
- 11.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.
- 11.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.
- 11.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

### 12. Casual Employment

- 12.1 The parties agree that officers may be employed on a casual basis to suit the needs of NSW Police.
- 12.2 The hourly rate for a casual officer shall be calculated on the following basis:

$$\frac{\text{appropriate weekly rate} + 10\%}{38}$$

- 12.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 12.4 A minimum payment of 3 hours shall be made for each engagement.
- 12.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 12.3 of this clause, shall not accrue an entitlement to annual leave.
- 12.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

### 13. Public Holidays

Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.

Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

### 14. Annual Leave

14.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.

14.2 In addition to the leave prescribed in subclause 14.1 of this clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public holidays during the qualifying period of employment for annual leave Additional purposes	Annual Leave
4 to 10 days	1 day
11 to 17 days	2 days
18 to 24 days	3 days
25 to 31 days	4 days
32 or more days	5 days

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

14.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

14.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.

14.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

### 15. Leave Generally

15.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 14.5 of clause 14, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 7.1 of clause 7, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.

15.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 7.1 of clause 7, Hours of Work.

- 17.3 Where this award is silent, the provisions of the Crown Employees (Conditions of Employment) Award 1997 will apply.

### **16. Introduction of New Technology**

The parties agree to co-operate fully in the implementation and/or trailing of new technology which may become available to facilitate the work of officers.

### **17. Productivity Measures**

- 17.1 Nursing staff will review nursing documentation to ensure that the documentation meets current Service needs and that documentation is maintained at a satisfactory level.
- 17.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police.
- 17.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.
- 17.4 Saving initiatives as agreed in the Memorandum of Understanding between the NSW Government and the Association dated December 2005.

### **18. Clothing Allowance**

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

### **19. Disputes/Grievance Settlement Procedure**

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- 19.1 Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 19.2 Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Nurses Association delegate or workplace representative and the supervising officer.
- 19.3 If the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Directorate of NSW Police, who will assume responsibility for liaising with Senior Executive Members of the NSW Police and the New South Wales Nurses Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- 19.4 The matter will only be referred to the Industrial Relations Commission if:
- a. The final decision of the Commissioner of Police does not resolve the dispute/grievance; or

- b. The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Directorate, or other agreed time frame.
- 19.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.
- 19.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Industrial Relations Directorate should be expedited. The status quo shall remain until the matter is resolved.

## 20. Anti-Discrimination

- 20.1 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 and age.
- 20.2 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 term or operation, has a direct or indirect discriminatory effect.
- 20.3 Under the *Anti-Discrimination Act* 1977, 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.
- 20.4 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;
  - d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 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.
- a. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - b. 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."

## 21. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 and the Personnel Handbook of the NSW Public Service, will apply.

## 22. Leave Reserved

Leave is reserved to the New South Wales Nurses' Association to seek during the term of the Award a further review to salaries and allowances taking into account the salary movements for other NSW public sector nurses.

### 23. Area, Incidence and Duration

This award shall apply to Nurses employed by NSW Police, who are employed as at 1 July 2004 or who are subsequently employed.

This award shall operate from the beginning of the first full pay period to commence on or after 1 July 2004, and shall remain in force until 30 June 2007.

This award rescinds and replaces the Crown Employees (Police Service of New South Wales (Nurses) Award published 21 September 2001 (327 I.G. 1128).

This award remains in force until varied or rescinded for the period for which it was made.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Registered Nurse	5% FFPP 01/07/04 \$	5% FFPP 01/07/05 \$	5.55% FFPP 01/07/06 \$
1ST Yr	732.10	768.70	811.00
2ND Yr	772.00	810.60	855.60
3RD Yr	811.80	852.40	899.70
4TH Yr	854.50	897.20	947.00
5TH Yr	896.80	941.60	993.90
6TH Yr	939.20	986.20	1040.40
7TH Yr	987.40	1036.80	1093.80
8TH Yr	1028.10	1079.50	1139.40
Clinical Nurse Specialist			
1ST Yr and there after	1070.10	1123.60	1186.00
Clinical Nurse Consultant			
1ST Yr and there after	1315.70	1381.50	1458.20

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the officer, as determined by the Commissioner of Police.

**Table 2 - Allowances**

Item No.	Clause No.	Description	Amount		
			5% FFPP 01/07/04 \$	5% FFPP 01/07/05 \$	5.55% FFPP 01/07/06 \$
1	3	Team leader Allowance per shift	17.88	18.77	19.80
2	7.8	On-call allowance during a meal break	9.01	9.46	9.98
3	18	Clothing allowance per week	7.50	7.50	7.50

R. P. BOLAND J.

(532)

**SERIAL C4277**

**PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF)  
CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6419 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD**

**PART A**

**Arrangement**

Clause No.      Subject Matter

PART A

1.      Definitions
2.      Hours
3.      Roster of Hours
4.      Climatic and isolation allowance
5.      Part-time Employees
6.      Board and Lodging
7.      Relieving Other Members of Staff
8.      Overtime
9.      Penalty Rates for Shift Work and Weekend Work
10.     Meals
11.     Public Holidays
12.     Annual Leave
13.     Long Service Leave
14.     Sick Leave
15.     Payment and Particulars of Salary
16.     Termination of Employment
17.     Accommodation and Amenities
18.     Inspection of Lockers of Officers
19.     Uniforms and Protective Clothing
20.     Promotions and Appointments
21.     New Positions
22.     Notice Board
23.     Mobility, Excess Fares and Travelling
24.     Disputes
25.     Personal/Carer's Leave, Family & Community Services Leave
26.     General Conditions
27.     Maternity, Adoption and Parental Leave
28.     Union Representative
29.     Blood Count
30.     Exemptions
31.     Leave Reserved
32.     Anti-Discrimination
33.     Redundancy-Managing Displaced Employees
34.     Labour Flexibility

35. Salary Packaging
36. Salary Sacrifice to Superannuation
37. Reasonable Hours
38. No Extra Claims
39. Induction and Orientation
40. Area, Incidence and Duration

Part B - Monetary Rates

Table 1 - Rates and Allowances

**1. Definitions**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have their respective meanings assigned to them -

"Union" means the Health Services Union.

"Corporation" means the Health Administration Corporation.

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences on such days at or after 6 a.m. and before 10 a.m. otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.

"Hospital" means a public hospital as defined under s.15 of the *Health Services Act, 1997*.

**2. Hours**

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.
- (ii) The ordinary hours of work for shift workers exclusive of meal times shall be 152 hours per 28 calendar days.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv)
  - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each cycle of 28 days each officer shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of officers working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the officer's allocated day off duty on pay, as the twentieth working day of the cycle.
  - (b) Notwithstanding the provisions of paragraph (a) of this subclause, officers who were, as at the 30 June 1984, working shifts of less than eight hours duration may:
    - (i) continue to work their existing total hours each 28 days but spread over 19 days, or
    - (ii) with the agreement of the hospital, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The officer's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the officer and the hospital having regard to the needs of the hospital or

sections thereof. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.

- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the Corporation and the Union agree that exceptional circumstances exist in a particular hospital, an officer's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the officer concerned, accumulate and be taken at a time mutually agreed upon between the officer and the hospital. Provided that the maximum number of allocated days off duty which may accumulate under this subclause shall be eighteen.
- (viii) There shall be no accrual of 0.4 an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 12, Annual leave of this award. However, where an officer has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the officer had not gone on annual leave, it shall be allowed to the officer on the first working day immediately following the period of leave

Where an officer has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the officer's return to duty.

- (ix) An officer entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave.

Where an officer's allocated day off duty falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.

- (x) Where an officer's allocated day off duty falls due during a period of worker's compensation, the officer, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an officer's allocated day off duty falls on a public holiday as prescribed by Clause 11, Public Holidays of this award, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay.
- (xiii)
  - (a) One twenty minute interval (in addition to meal break) shall be allowed each employee on duty for a tea break during each ordinary shift of 8 hours. Such interval shall count as working time. Part-time employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
  - (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten (10) minute break and be permitted to proceed off duty ten (10) minutes prior to the rostered finishing time of that shift.
  - (c) Paragraph (b) of this subclause will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.



### 3. Roster of Hours

- (i) The ordinary hours of work for each officer shall be displayed on a roster in a place conveniently accessible to officers. Where reasonably practicable such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further that a roster may be altered at any time to enable the services of the hospital to be carried on where another officer is absent from duty on account of illness or in emergency but where any such alteration involves an officer working on a day which would have been his/her day off such time worked shall subject to subclause (vi) of clause 2, Hours, of this award, be paid for at overtime rates.

- (ii) Where an officer is entitled to an allocated day off duty in accordance with the said clause 2, that allocated day off duty is to be shown on the roster of hours for that officer.

### 4. Climatic and Isolation Allowance

- (i) Subject to subclause (ii), of this clause, persons employed in hospitals in places situated upon or to the west of a line drawn as herein specified shall be paid an allowances set in Item 1 of Table 1 of Part B in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Bogabri, Inverell and Bonshaw.

- (ii) Persons employed in hospitals in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance set in Item 2 of Table 1 of Part B in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Vic.) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) The allowances prescribed by this clause are not cumulative.
- (iv) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (v) A part-time officer shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

### 5. Part-Time Employees

#### Part 1 - Permanent Part-time Employees

- (i) A permanent part-time employee is one who is permanently appointed by a hospital to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed by the salaries clause of each relevant calling, with a minimum payment of 3 hours for each start.
- (iii) Employees engaged under this part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

**Part II - Savings Provisions**

- (i) Employees engaged as part-time employees as at the date of this variation (10 February 1992, refer Department of Health Circular 92/13) shall be entitled to exercise the option of receiving the benefits of employment applicable to those employed under Part 1 of this clause or in lieu thereof the following:
  - (a) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, plus 15 per cent of the appropriate hourly rate.
  - (b) For entitlement to payment in respect of Annual Leave, see *Annual Holidays Act 1944*.
- (ii) An employee engaged as a part-time employee at the date of this variation who has taken the option of payment in accordance with Part 1 of this clause cannot revert to the provisions of Part II.

**Part III - Exclusions**

With respect to officers employed under Part 1, the provisions of subclauses (i), (ii) and (iv) to (xii) of clause 2, Hours, shall not apply.

With respect to officers employed under Part II of this clause, the provisions of subclauses (i), (ii) and (iv) to (xii) of the said clause 2 and clause 8, Overtime shall not apply.

**6. Board and Lodging**

- (i) Where an officer is provided with accommodation in a traditional style Nurses' Home deductions from salary shall be made at the rate prescribed from time to time by the Public Hospital Nurses' (State) Award, provided that no deduction shall be made when the officer is absent from the hospital for a period of at least six consecutive nights on annual, sick or long service leave.
- (ii) An employer shall provide for an officer who lives out light refreshment for morning and afternoon tea when the officer is on duty at times appropriate for the partaking thereof.

**7. Relieving Other Members of Staff**

- (i) An officer who is called upon to relieve continuously for one week or more an officer in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- (ii) Provided that Dental Staff covered by this award shall, in lieu of subclause (i) of this clause, be entitled to payment for relieving another employee on the basis of the conditions applicable to such staff prior to the making of this award.

This clause shall not apply when an officer in a higher grade is absent from duty by reason of his/her allocated day off duty as a consequence of working a 38-hour week.

**8. Overtime**

- (i) All time worked by officers outside the ordinary hours in accordance with clause 2, Hours and clause 3, Roster of Hours, of this award shall be paid for at the rates of time and one-half up to 2 hours each day and thereafter at the rate of double time; provided however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on Public Holidays shall be paid for at the rate of double time and one half.
- (ii) Officers recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled; provided that, except in unforeseen circumstances arising, an officer shall not be required to work the full minimum number of hours prescribed above if the job he/she was recalled to perform is completed within a shorter period.

- (iii) An officer recalled to work overtime as prescribed by subclause (ii), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work. Provided further that where an employee elects to use his/her own mode of transport, he/she shall be paid an allowance equivalent to the "Transport Allowance" specified from time to time by the Public Employment Industrial Relations Authority.
- (iv) When overtime work is necessary it shall, wherever reasonably practical, be so arranged that officers have at least eight consecutive hours off duty between the work on successive days or shifts.
- (v) An officer who works so much overtime -
  - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours of duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next ordinary day or shift; shall, subject to this subclause, be released after completion of such overtime until he/she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of his/her employer, such an officer resumes or continues to work without having such eight consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (vi) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (vii) This clause shall not apply to Social Workers in circumstances where they are entitled to payment in accordance with provisions of clause 3, Call Out Allowance, of the Public Hospital Social Workers' Award.
- (viii) All time worked by employees employed pursuant to Part 1 of clause 5, Part-time Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on Public Holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (ix)
  - (a) In lieu of the conditions specified in sub-clauses (i) and (ii) employees engaged in Community Health may be compensated for overtime worked by taking time in lieu of the overtime.
  - (b) The time in lieu is to be taken within three months of the overtime being worked and is to be granted at the ordinary time rate.

If the time in lieu is not taken within the three months period it is to be paid to the employee at the appropriate overtime rate at the time the overtime was worked and at the wage rate applying at the time payment is made.

### 9. Penalty Rates for Shift Work and Weekend Work

- (i) Shift workers working afternoon or night shifts shall be paid the following percentages in addition to the ordinary rate for such shift provided that part-time employees shall only be entitled to the additional rates where their shifts commence prior to 6 a.m. or finish subsequent to 6 p.m.

Afternoon shift commencing at 10 a.m. and before 1 p.m. - 10 per cent.

Afternoon shift commencing at 1 p.m. and before 4 p.m. - 12½ per cent.

Night shift commencing at 4 p.m. and before 4 a.m. - 15 per cent.

Night Shift commencing at 4 a.m. and before 6 a.m. - 10 per cent.

- (ii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day Shift" means a shift which commences at or after 6 a.m. and before 10 a.m.

"Afternoon Shift" means a shift which commences at or after 10 a.m. and before 4 p.m.

"Night Shift" means a shift which commences at or after 4 p.m. and before 6 a.m. on the day following.

- (iii) Officers whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday, at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday, at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.

The foregoing paragraph shall apply to part-time employees but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part II of the said clause 5, in respect of their employment between midnight on Friday and midnight on Sunday.

### 10. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an officer is called upon to work for any portion of his/her meal break such time shall count as part of his/her ordinary working hours.
- (ii) An officer who works authorised overtime shall be paid in addition to payment for such overtime:
- (a) An amount set in Item 3 of Table 1 for breakfast when commencing such overtime work at or before 6.00 a.m.;
- (b) An amount set in Item 4 of Table 1 for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly after 7.00 p.m.;
- (c) An amount as set in Item 5 of Table 1 for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or public holidays;

or shall be provided with adequate meals in lieu of such payment. The rates prescribed by this subclause shall be varied as the equivalent rates are varied from time to time by the Regulation made under the *Public Sector Employment and Management Act 2002*

- (iii) Where practicable officers shall not be required to work more than four hours without a meal break.

### 11. Public Holidays

- (i)
- (a) Public holidays shall be allowed to officers on full pay. Where an officer is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the officer

shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the officer so elects, he/she may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day, and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.
  - (c) Shift workers rostered off duty on a public holiday shall:
    - (1) be paid one day's pay in addition to the weekly rate; or if the officers so elect,
    - (2) have one day added to their period of annual leave.
  - (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays prescribed in paragraph (b) of subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Years Day as determined by the employer. The foregoing does not apply in areas where in each year -
- (a) A day in addition to ten named public holidays specified in paragraph (b) of subclause (i) is proclaimed and observed as a public holiday or
  - (b) Two half days in addition to the ten named public holidays specified in paragraph (b) of subclause (i) are proclaimed and observed as half public holidays.
- (iii)
- (a) A public holiday as defined in paragraph (b) of subclause (i) and subclause (ii) of this clause occurring on an ordinary working day shall be allowed to employees employed pursuant to Part 1 of clause 5, Part-time Employees, without loss of pay, but each such officer who is required to and does work on a public holiday shall have one day or one-half day, as appropriate added to his/her period of annual leave and be paid at the rate of one-half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would be otherwise payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work and any balance of the day of shift not worked shall be paid at ordinary rates.
  - (b) The provisions of subclauses (i) and (ii) of this clause shall apply to Part-time Employees under Part II, Savings Provisions of the said clause 5, who work 30 hours or more per week over 5 days per week provided that if such an officer is required to and does work on a public holiday as defined in paragraphs (a) and (b) of subclause (i) and subclause (ii) of this clause, he/she shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part II, Savings Provisions of the said clause 5, in respect of such work.
  - (c) Subclauses (i) and (ii) of this clause shall not apply to part-time employees engaged under Part II of clause 5, Part-time Employees, of this award but each such officer who is required to and does work on a public holiday as defined in the said subclauses (i) and (ii) shall be paid at the rate of

double time and one half but such officer shall not be entitled to be paid in addition to the allowance of 15 per cent as prescribed in Part II of the said clause 5, in respect of such work.

## 12. Annual Leave

- (i) All officers see *Annual Holidays Act 1944*.
  - (ii)
    - (a)
      - (1) This subclause does not apply to part-time employees employed under Part II of clause 5, Part-time Employees.
      - (2) This subclause will apply to employees employed under Part 1 of clause 5, Part-time Employees, the additional annual leave shall be calculated based on contracted hours worked.
    - (b) Officers who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
      - (1) if 35 ordinary shifts on such days have been worked - one week;
      - (2) if less than 35 ordinary shifts on such days have been worked - proportionately calculated on the basis of 38 hours leave for each 35 such shifts worked.
- The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded. Provided that an officer entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the officer at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (c) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (iii) The employer shall give to each officer three months' notice where practicable and not less than one month's notice of the date upon which the officer shall enter upon annual leave.
  - (iv) Shift workers, as defined in clause 1, Definitions, of this award, shall be paid whilst on annual leave their ordinary pay plus allowances and weekend penalties relating to ordinary time the shift workers would have worked if they had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 11, Public Holidays, of this award.
  - (v) Officers shall be entitled to an annual leave loading of 17½ per cent, or shift penalties as set out in subclause (iv) of this clause, whichever is the greater.
  - (vi) Credit of time towards an allocated day off duty shall not accrue when an officer is absent on ordinary annual leave in accordance with subclause (i) of this clause. Officers entitled to allocated days off duty in accordance with clause 2, Hours, of this award shall accrue credit towards an allocated day off duty in respect of each day those officers are absent on additional annual leave in accordance with paragraph (b) of subclause (ii) of this clause and subclause (i) of clause 11, Public Holidays, of this award.

NOTATION - The conditions under which the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Corporation.

### 13. Long Service Leave

(i)

- (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

(ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.

- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

where an officer, after ceasing employment in a hospital is re-employed in a hospital after he/she has attained the age of sixty years, any service of the office before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to him/her in respect of his/her service after he/she was so re-employed.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
- (2) any period of part-time service arising from employment under Part II, of clause 5, Part-time Employees, except as provided for in subclause (ix).

(iii) An employee with an entitlement to long service leave may elect to access such entitlement:

- (a) on full pay;  
(b) on half pay; or  
(c) on double pay.

(iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (a) a period of leave on full pay - the number of days so taken;
  - (b) a period of leave on half pay - half the number of days so taken; or
  - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years service and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.
- Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.
- Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 5, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or HAC Determination.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.



- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January, 1973:
- (a) An employee who -
    - (1) has had service in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
    - (2) Is employed in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
  - (b) An employee employed -
    - (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (ix) of this clause;
    - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

#### 14. Sick Leave

- (i) Full-time officers - A full-time officer shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
- (a) All periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the hospital; provided, however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements;
  - (b) the employer shall not change the rostered hours of work of an officer fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the officer is on sick leave;
  - (c) an officer shall not be entitled to sick leave until after three months' continuous service;
  - (d) service, for the purpose of this clause, shall mean service in a public hospital and shall be deemed to have commenced on the date of engagement by a public hospital in respect of any period of employment with that hospital current at the date of the commencement of this award in respect of officers then so employed and in respect of others it shall be deemed to commence on the first day of engagement by a public hospital after the commencement of this award;
  - (e) officers who are employed by a hospital at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date, provided that such credit is not less than the entitlement otherwise prescribed by this clause.

- (f) "Continuous Service", for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 13, Long Service Leave, of this award, excepting that all periods of service in any hospital (providing such service is not less than three months' actual service) shall be counted;
  - (g) officers shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) A part-time officer as defined in Part I and Part II of clause 5, Part-time Employees shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, which ever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time officers.
  - (iii) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to workers' compensation; provided, however, that an employer shall pay to an officer, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The officer's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
  - (iv) For the purpose of determining a full-time officer's sick leave credit as at 1 July 1984, sick leave entitlement shall be proportioned on the basis of 76:80.
  - (v) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.

#### **15. Payment and Particulars of Salary**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and/or shift penalties is worked, but for no longer. Provided further that for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of hospitals making their deposits with such financial institutions but in such cases hospitals shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an officer who has been given notice of termination of employment, in accordance with clause 16, Termination of Employment, of this award shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an officer is dismissed or his/her services are terminated without due notice, in accordance with the said clause 16, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each pay day an officer, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to officers, such payments where practical shall be paid as a separate payment to ordinary salary and shall be contained in a separate pay envelope. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Officers with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.

### 16. Termination of Employment

During the first three months of employment in any hospital, employment shall be from week to week. After three months continuous service, employment may be terminated only by 28 days notice given either by the hospital or the officer or by payment or forfeiture of 28 days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

### 17. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory convenience shall be provided for all resident and non-resident officers.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident officers and where practicable, such facilities shall be provided in hospitals erected prior to that day.
- (iii) The following extract from the *Factories, Shops and Industries Act 1962*, outlines the minimum standards which the Corporation seeks to achieve in all hospitals:
  - (1) Sanitary Conveniences -
    - (a) Seats - in the proportion of 1 seat to every 15 officers or fraction of 15 officers of each sex.
    - (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities must be located conveniently to work places, they must be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth surface resistant to moisture.
  - (2) Washing and Bathing Facilities -
    - (a) Washing provision by way of basins of suitable impervious material with taps set at 600 mm centres and with hot and cold water supplied, in the proportion of one hot tap and one cold tap for each 15 officers or part of 15 officers of each sex. Space in front of wash points to be not less than 900 mm.
    - (b) Showers spaced at not less than 900 mm centres and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every 20 persons or part of 20 persons of each sex ceasing work at any one time.
    - (c) Washing and bathing facilities must be adequately lighted and ventilated; floors, walls and ceilings finished with a smooth faced surface resistant to moisture.
    - (d) These facilities must be incorporated in, or communicate directly with, the change room and should not be contained within any closet block.

- (3) Change Rooms and Lockers -
- (a) Properly constructed and ventilated change room equipped with a vented steel locker, at least 300 mm wide by 450 mm deep by 1800 mm high for each officer.
  - (b) Floor area not less than 0.56 square metres per officer to be accommodated.
  - (c) Space between lockers - set up facing one another not less than 1.5 metres. Traffic ways not less than 1 metre wide.
  - (d) Sufficient seating not less than 260 mm wide by 380 mm high should be provided.
  - (e) Lockers should be set up with at least 150 mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys attached.
- (4) Dining Room -
- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1 square metre per officer using the meal room at any one time.
  - (b) Tables not more than 1.8 metres long, spaced 1.2 metres apart allowing 600 linear millimetres of table space per person.
  - (c) Chairs or other seating with back rests. Sufficient table and chairs must be provided for all persons who will use the dining room at any one time.
  - (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.
- (5) Rest Room -
- A well constructed and adequately lighted and ventilated rest room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.
- (iv) The above standards shall be the minimum to be included in working drawings approved after 1 December 1976 for new hospitals.
- (v) Where major additions to presently occupied building or new building are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

### **18. Inspection of Lockers of Officers**

Lockers may only be opened for inspection in the presence of the officer but in cases where the officer neglects or refuses to be present or in any circumstances where notice to the officer is impracticable such inspection may be carried out in the absence of the officer by an officer of the hospital appointed by the Chief Executive Officer, and if practicable, a Union Branch Officer, otherwise by any two officers of the hospital so appointed.

### **19. Uniforms and Protective Clothing**

- (i)
- (a) Subject to paragraph (c), of this subclause, sufficient suitable and serviceable uniforms shall be supplied, free of cost, to each officer required to wear them, provided that any officer to whom a new uniform or part of a uniform has been supplied by the hospital, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment thereof at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

- (b) An officer on leaving the service of the hospital shall return any uniform or part thereof supplied by the hospital which is still in use by that officer immediately prior to leaving.
  - (c) In lieu of supplying a uniform to an officer required to wear such uniform, the hospital may pay to such officer the sum set in Item 6 of Table 1.
  - (d) If the uniform of an officer is not laundered at the expense of the hospital, an allowance as set in Item 7 of Table 1 shall be paid to such officer.
  - (e) An officer who works less than 38 hours shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (ii) Officers whose duties require them to work out of doors shall be supplied with over-boots. Sufficient raincoats shall also be made available for use by these officers.
  - (iii) Officers whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

### **20. Promotions and Appointments**

- (i) Promotion and/or appointment shall be by merit, provided however that no officer with a claim to seniority shall be passed over without having their claims considered.
- (ii) In the case of an officer or officers disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee for determination of the dispute.

### **21. New Positions**

An employer may create any new position of a classification not covered by the awards to which these conditions apply at any time and may fix the remuneration thereof but in such circumstances the employer shall advise the Union of such decision within 28 days and give an opportunity to the representatives of the Union to confer with the representatives of the employer as to the rate of wages so fixed for the duties to be performed and the hours the officer is required to work.

### **22. Notice Boards**

The hospital shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

### **23. Mobility, Excess Fares and Travelling**

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
  - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
  - (b) If the excess travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, the excess hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.

- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by Regulation 50 of the Public Service Regulation.
- (iii)
- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given.
  - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is a disagreement about such decision after discussion or if a significant number of employees are involved, the matter should be referred to the Department of Health, Division of Employee and Industrial Relations, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
  - (b) If a reliever, with the prior approval of employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \*\$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by Regulation 50 of the Public Service Regulations less \*\$5.  
  
\* This \$5 shall be reviewed annually by the Corporation.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to the alternative place of work, at the direction of the employer.
- (iv) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

## 24. Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the officers or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the hospital or establishment or his/her nominee, who will arrange for the matter to be discussed with the officer concerned and a local representative or representatives of the Union.

- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Division of Employee and Industrial Relations of the Department of Health and the Head Office of the Union. This dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement all disputes that cannot be settled in accordance with subclauses (i) and (ii) of this Clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Corporation and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the hospital and the Union respectively with such recommendation as it may think right and in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the Industrial Arbitration Act, 1940.

### **25. Personal/Carer's Leave, Family & Community Services Leave**

Employees shall be granted Personal/Carer's Leave, Family and Community Services Leave in accordance with Health Department Policy Directive 2005-431, as amended from time to time.

### **26. General Conditions**

An officer required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts. Provided that, an officer required to answer out of hours telephone calls on a relief basis shall be paid one-twelfth of the yearly telephone rental for each month or part thereof so employed.

### **27. Maternity, Adoption and Parental Leave**

#### **A. Maternity Leave**

##### **(i) Eligibility**

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

##### **(ii) Portability of Service for Paid Maternity Leave**

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public

hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.



An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

- the period is to be limited to 12 months after which full time duties must be resumed;
- the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
- the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
- salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

To be eligible for paid adoption leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows: -

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

- (viii) Return for Less than Full Time Hours

As per maternity leave conditions.

- (ix) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

- (i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

- (ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

- (iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
- at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
  - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

## (iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

## (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

## (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

## (vii) Right to return to Previous Position

As per maternity leave conditions.

## NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 5 in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.

## (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

### 28. Union Representative

An officer appointed Union Representative shall upon notification thereof in writing, to the Chief Executive Officer, be recognised as the accredited representative of the Union and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting officers.

### 29. Blood Count

Those officers who are regularly required to assist and/or work with a radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic X-ray machines or any other form of radioactive radiators shall have blood counts carried out every three months upon making application therefore to the hospital.

### 30. Exemptions

This award shall not apply to members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in the Third Schedule to the *Health Services Act 1997*.

### 31. Leave Reserved

Leave is reserved to the Corporation to apply in respect of clause 6, Board and Lodging.

### 32. Anti-Discrimination

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

#### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:.

### **33. Redundancy - Managing Displaced Employees**

Employees shall be entitled to the provisions of Health Department Policy Directive 2005-517 - Managing Displaced Employees, as amended from time to time.

### **34. Labour Flexibility**

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### **35. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.
- (ii) Where an employee elects to package a portion of salary:
  - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in the appropriate Salaries clause of the applicable award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits
- (iii) The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.

- (iv) The parties agree that the application of the fringe benefits tax exemption cap and the PBI status of NSW Health Services are subject to prevailing Australian taxation laws.
- (v) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vi) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (vii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (viii) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

### **36. Salary Sacrifice to Superannuation**

#### (i) Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under the relevant salary award for the classification, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed 50 per cent of the salary payable under the relevant award 50 per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable Award, Act, or statute which is expressed to be determined by reference to the salary which would have applied to the employee under the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions.
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee elects to salary sacrifice in terms of subclause (iii) of this clause, the employer will pay the sacrificed amount into the relevant superannuation fund.



- (v) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act* 1906;
  - (b) the *Superannuation Act* 1916;
  - (c) the *State Authorities Superannuation Act* 1987;
  - (d) the *State Authorities Non-contributory Superannuation Act* 1987; or
  - (e) the *First State Superannuation Act* 1992.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations

- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the employer will continue to base contributions to that fund on the salary payable under the relevant award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

### **37. Reasonable Hours**

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety.
  - (b) The employee's personal circumstances including any family and carer responsibilities.
  - (c) The needs of the workplace or enterprise.
  - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) Any other relevant matter.

### **38. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

### **39. Induction and Orientation**

The Corporation agrees that Orientation/Induction shall be provided to all employees covered by this award. The Corporation further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

**40. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Hospital Professional and Associated Staff Conditions of Employment (State) Award published 18 January 2002 (330 IG 908) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein in the following so listed awards, employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Dental Therapists (State) Award  
 Health and Community Employees Psychologists (State) Award  
 Health Employees Dental Officers (State) Award  
 Health Employees Dental technicians (State) Award  
 Public Hospital Dental Assistants (State) Award  
 Public Hospital Dental Staff (State) Award  
 Public Hospital Library Staff (State) Award  
 Public Hospital Medical Record Librarians (State) Award  
 Public Hospital Physiotherapists, Occupational Therapists and Speech Pathologists (State) Award  
 Public Hospital Professional Engineers (Biomedical Engineers) (State) Award  
 Public Hospital Social Workers (State) Award  
 Scientific Officer-Public Hospital Dietitians (State) Award

- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

**PART B - MONETARY RATES****Table 1 - Rates and Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	4 (i)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc	3.40 p/week	3.40 p/week	3.40 p/week
2	4 (ii)	Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc.	6.80 p/week	6.80 p/week	6.80 p/week
3	10(ii)(a)	Breakfast Allowance	19.75	19.75	19.75
4	10(ii)(b)	Evening Meal Allowance	19.75	19.75	19.75
5	10(ii)(c)	Luncheon Allowance	19.75	19.75	19.75
6	19(i)(c)	Uniform Allowance (per week)	1.30	1.30	1.30
7	19(i)(d)	Laundry Allowance (per week)	2.60	2.60	2.60

R. P. BOLAND J.

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Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union industrial organisation of employees.

(No. IRC 6395 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD****PART A****Arrangement**

Clause No.	Subject Matter
8.	Anti-Discrimination
9.	Area, Incidence and Duration
5.	Conditions of Service
1.	Definitions
7.	Dispute Resolution
4.	Exemptions
3.	Leading Hands
6.	No Extra Claims
2.	Salaries and Wages

**PART B****MONETARY RATES**

Table 1 - Salaries

Table 2 - Allowances

**PART A****1. Definitions**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have their respective meanings assigned to them:-

- (i) ADA means the adjusted daily average of occupied beds calculated in accordance with the following formula:

$$\text{ADA} = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

$$\text{Daily Average} = \frac{\text{Total Occupied Bed Days for Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

$$\text{Non inpatient = Adjustment} = \frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

- (ii) Adult Service means service with an employer during which the worker received a rate of pay not less than the lowest rates fixed by this award for an adult male or adult female in the same classification as the worker.
- (iii) Aide means a person appointed as such who is wholly or substantially engaged in all or any of the following duties:
  - (a) media making;
  - (b) preparation of solutions etc of a routine character;
  - (c) washing, sorting, classifying, decontaminating or packing of glassware, slides, instruments or other equipment;
  - (d) filing or packing of medicinal preparations and issuing of ward pharmacy stocks; or
  - (e) other duties of a similar nature.
- (iv) Apprentices -
  - (a) Adult Apprentice means any person entering on an apprenticeship or continuing in an apprenticeship (including a probationary or trainee apprenticeship) on or after his/her twenty-first birthday.
  - (b) Apprentice means an employee who is party to an apprenticeship contract, and includes a person who is employed as an apprentice but in respect of whom an apprenticeship contract is not yet in force.
  - (c) Apprenticeship means an apprenticeship established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001*.
  - (d) Apprenticeship Trade Course means the trade course provided by the Department of Technical and Further Education or its successors which is appropriate to the trade classification of an apprentice. These courses are presently known as the "Commercial Cookery Trade Course" and the "Parks and Gardens Trade Course".
- (v) Anaesthetic and Operating Theatre Technician means a person employed as such who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during, and after operation.
- (vi) Senior Anaesthetic and Operating Theatre Technician is a person holding the Diploma issued by the Society of Anaesthetic and Operating Theatre Technicians who has a minimum of two years post-graduate service as an Anaesthetic and Operating Theatre Technician and is in charge of two or more Anaesthetic and Operating Theatre Technicians.
- (vii) Technical Assistant -
  - (a) Grade I means a person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietician with routine professional activities.

- (b) "Grade II" means a person appointed as such who is wholly or substantially engaged in routine laboratory procedures of a technical or special nature including routine bio-chemical, bacteriological or haematological tests or counts.
- (viii) Animal Technician means a person appointed as such who is required to assist in medical procedures with animals such as surgical techniques, production of disease, anaesthesia and post-operative care.
- (ix) Health Service means an Area Health Service constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.
- (x) Union means the Health Services Union.
- (xi) Boiler Attendant (with Maintenance of Plant) means a person employed as such who is the holder of a boiler certificate and whose ordinary duties include, in addition to the maintenance of low pressure boilers, responsibility for the maintenance of all steam services and plant within the hospital.
- (xii) Central Linen Service is a laundry which supplies a linen service to two or more separate hospitals.
- (xiii) Chef means a person employed as such in a hospital with a daily average of occupied beds of not less than 100 and who may be required by the employer to supervise staff, give any necessary instruction in all branches of cooking and be responsible for requisitioning stores required for the preparation and serving of meals.

The average daily number of meals prepared and served by the kitchen or kitchens for which the chef is responsible shall determine his or her grading as follows:

- Grade A - 2,000 or more
- Grade B - 1,000 and less than 2,000
- Grade C - less than 1000

- (xiv)
- (A) Cook (Grade A) means a person employed as a cook by a hospital having at the preceding 30 June and adjusted daily average of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:
- (a) on the cooking of meats, poultry and fish; or
  - (b) on the cooking of cakes, pastries and sweets; or
  - (c) on a combination of work specified in (a) and (b), of this subclause; or
  - (d) on relieving a chef or other cooks engaged on the work specified in (a), (b) or (c) of this subclause; or
  - (e) as a cook responsible for supervising the work of other cooks in the kitchen.

In respect of the hospitals specified hereunder, Cook Grade A means a person employed as a cook in the following kitchens:

The Sydney Hospital: Main kitchen and main nurses' home kitchen

Prince of Wales Hospital: Main kitchen

Royal Prince Alfred Hospital: Main kitchen and diet kitchen

General Hospital: Main kitchen

King George V Hospital: Main kitchen  
Queen Mary Nurses' Home:

The Royal Alexandra Hospital for Children: Main kitchen

The Royal North Shore Hospital: Main kitchen

Princess Juliana Hospital: Kitchen

The Prince Henry Hospital: Main kitchen; nurses' home kitchen,

who is principally engaged, other than as an assistant to another cook; either

- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of the work specified in (a) and (b) of this paragraph; or
- (d) on relieving a chef or other cooks engaged on the work specified in subparagraphs (a), (b) or (c) of this paragraph; or
- (e) as a cook responsible for supervising the work of other cooks in a kitchen where meals are prepared for an average of 100 or more persons.

Provided that subparagraphs (a), (b), (c) and (d) of this paragraph immediately above shall have no application in respect of cooks in the diet kitchen of the General Hospital of the Royal Prince Alfred Hospital.

- (B) Cook (Grade B) means a person employed as a cook, other than a chef, cook (Grade A), or an assistant cook.
- (xv) Gardener means a person employed as such whose duties include any or all of the following, namely, propagation of seeds, planting out, pruning and shaping of trees and shrubs, layout of gardens and general gardening duties.
- (xvi) Head Gardener means a person employed as such who, in addition to performing gardening duties is required as part of his/her ordinary duty to supervise and control a staff of not less than three others, one of whom is a gardener.
- (xvii) Heart/Lung Technician means a person employed as such and whose duties require him/her to be skilled in the assembly, operation, dismantling and cleaning of heart/lung machines and the operation of cardiac monitoring equipment.
- (xviii) Heart/Lung Assistant means a person employed as such and who assists the Heart/Lung Technician in the assembly, dismantling and cleaning of heart/lung equipment.
- (xix) Home Supervisor means a person employed as such who is required to supervise resident staff quarters.
- (xx) Hospital means a public hospital as defined in section 15 of the Health Services Act, 1997.
- (xxi) Hospital Assistant -
  - (a) Grade I means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Maid, Seamstress, and/or Female Attendant.

- (b) Grade II means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Laundry Employee-Female, Porter (all grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant-Male, Attendant-Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).
- (c) Grade III means an employee, male or female, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.
- (xxii) Team Leader, Central Linen Service - A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.
- (xxiii) Laundry Assistant Foreperson means a person employed as such in a hospital with an adjusted daily average of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.
- (xxiv) Leading Hand means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.
- (xxv) Linen Supply Officer means a person appointed as such who is required, in hospitals where linen is supplied from a central linen service, to be in control of the linen store, be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service.
- (xxvi) Maintenance Supervisor (Non-Tradesman) means a person employed as such: and
- (a) who assists the engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves him during his absence, or
- (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.
- (xxvii) Museum Technician means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of Museum and Pathological specimens.
- (xxviii) Pharmacy Assistants
- (a) Pharmacy Assistant Grade 1 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.
- (b) Pharmacy Assistant Grade 2 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the Health Administration Corporation to be equivalent.

- (xxix) Post Mortem Assistant means a person employed as such who assists in the performance of not less than 200 post mortems per year, and whose duties may require him/her to remove organs under the supervision of a Medical Officer.
- (xxx) Surgical Dresser means an employee who is required to undertake advanced duties associated with the care of patients such as special enemata, catheterisation, bowel lavation, and/or other specialised work in wards and theatres.
- (xxxi) Wardsperson means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

(xxxii) Health and Security Assistant means a person appointed as such who has the following responsibilities:

a person required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties; and/or

a person who undertakes routine clerical/administrative work (Level 1); and/or

a person who has the primary functions usually undertaken by the classification of Hospital Assistant Grade 1,2 or 3; and/or

any other classification of staff agreed to between the Health Administration Corporation and the Union.

and in addition, undertakes securing, watching, guarding and/or protecting as directed, including response to alarm signals and attendances.

Such employee is required to be appropriately licensed in accordance with the *Security Industry Act*, 1997.

- (xxxiii) Pharmacy Technician Grade 1 - means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the Health Administration Corporation to be equivalent.
- (xxxiv) Pharmacy Technician-Grade 2 - means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the Health Administration Corporation to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.
- (xxxv) Pharmacy Technician - Grade 3 - means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the Health Administration Corporation to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.
- (xxxvi) Pharmacy Technician - Grade 4 - means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the Health Administration Corporation to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Area Health Service (these studies may be conducted by the Area Health Service on a local internal basis). Generally



the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

- (xxxvii) Sterilisation Technician - Grade 1 means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department of the hospital. At this level the technician will be performing routine basic tasks and is under routine supervision.
- (xxxviii) Sterilisation Technician - Grade 2 means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.
- (xxxix) Sterilisation Technician - Grade 3 means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.
- (XL) Trainee Patient Transport Officer - means an employee who is undertaking training and workplace mentoring in order to successfully complete the requirements for appointment to a 'Patient Transport Officer' position.
- (XLi) Patient Transport Officer - means an employee who has successfully completed the requirements for appointment as a Patient Transport Officer and who has been appointed as such.

A Patient Transport Officer is required to have completed training in, and to undergo any mandatory periodic refresher training required, in the following:

- Advanced Cardio Pulmonary Resuscitation (CPR),
- Gueddels Airways,
- Basic life support skills,
- Advanced first-aid,
- Patient handling and lifting techniques,
- Driver training,
- Oxygen administration, and
- Transport and handling of specialised equipment (e.g. cardiac defibrillators).

The duties of a Patient Transport Officer include the routine and non-emergency transportation of hospital patients utilising basic life support skills. Transportation can include single driver transports (no escort if appropriate), or transportations with an appropriate escort. The decision on whether or not a nurse accompanies a patient is made by the relevant Nurse Unit Manager.

The Corporation and Union shall consult, monitor and review the operation of this classification.

In the case of an emergency arising during the course of a non-escorted transportation, the Patient Transport Officer is expected to apply the procedures from the training referred to above, and in the case of an emergency arising during an escorted transportation, to assist or respond to the direction of the clinical escort in the application of these procedures.

A Patient Transport Officer is responsible for maintaining the cleanliness of the vehicle, maintaining appropriate stock levels, for carrying out equipment checks, and other associated duties.

(XLii) Centralised Food Production Unit (CFPU) means a centralised food production unit established by an Area Health Service or the Health Administration Corporation that produces and supplies bulk food produce in advance.

The CFPU produces but is not limited to cook chill food in the form of extended life cook chill and/or short shelf life cook chill product. The CFPU can also produce bulk food as cook freeze product, and as prepared non-cooked items including but not limited to items such as salad vegetables, fruit, desserts, prepared cold meats etc. This food is produced using such technologies as Extended Life Cook Chill (ELCC), Short Term Cook Chill (STCC) and Cook Freeze (CF) and distributed to receiving/finishing and satellite kitchens which may be within or adjacent to the CFPU or off site.

(XLiii) CFPU Chef means a person appointed to such a position in a CFPU and who is accountable for the preparation, production and portioning of bulk food products and other non-cooked items in the CFPU. The CFPU Chef is responsible for the supervision of staff.

(XLiv) CFPU Cook

(a) Level 2 - means a person appointed to such a position in a CFPU and who is responsible for the preparation, production and portioning of bulk food products and other non-cooked items and associated food production tasks. The CFPU Cook is responsible for the supervision of employees working in the above processes.

(b) Level 1 - means a person appointed to such a position in a CFPU and under the supervision of a CFPU Cook Level 2 who assists in the preparation, production and portioning of bulk food products and other non-cooked items.

(XLv) Senior Security Officer - means a person appointed as such who undertakes the duties of a security officer and in addition performs such duties as the operation of specialised security equipment, leading teams and training. Persons in this position are to hold a current security licence at the appropriate level to perform the above duties and be able to use discretionary judgement in relation to the assessment of security risks within a healthcare environment.

(XLvi) Cardiac Technician - means a person who performs ECG's, Exercise Stress Testing and Holter Loop Recorders.

(XLvii) Cardiac Technologist - Grade 1 - means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the Health Administration Corporation and may be required to perform ECG's, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICD's).

(XLviii) Cardiac Technologist - Grade 2 - means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the Health Administration Corporation and performs Cardiac Sonography or Electrophysiological Studies (EPS).

(XLix) Senior Cardiac Technologist - means a person who can perform all duties of Cardiac Technologist Grade 1 and assists the Chief Cardiac Technologist with management, either through;

Undertaking supervisory duties in a Deputy or Second in Charge role overseeing other Cardiac Technicians and/or Cardiac Technologists; and/or

have responsibility for the day to day running of a discreet function within the department.

(XLX) Chief Cardiac Technologist - means a person who can perform all the functions of a Cardiac Technologist and who is responsible for the management of the Department including the development of operational protocols.

## 2. Salaries and Wages

Employees shall be paid not less than as set in Table 1-Salaries, of Part B, Monetary Rates.

### 3. Leading Hands

An employee appointed as leading hand who in addition to his/her ordinary duties, is in charge of not less than two other employees shall be paid an allowance above his/her ordinary rate as set out in Table 2- Allowances, of Part B, Monetary Rates.

### 4. Exemptions

This award shall not apply to:

- (i) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in the third schedule to the *Health Services Act 1997*.
- (ii) Employees of Stewart House Preventorium

### 5. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

### 6. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

### 7. Dispute Resolution

The dispute resolution procedure of the said Health Employees Conditions of Employment (State) Award, as varied, shall apply.

### 8. Anti-Discrimination

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

## NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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.

### 9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees (State) Award published 6 November 1998 (307 I.G. 29) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Medical/Technical Group			
Aides Juniors			
At 16 years and under	378.00	393.10	408.80
At 17 years	435.70	453.10	471.20
At 18 years	493.90	513.70	534.20
At 19 years	562.30	584.80	608.20
At 20 years	616.70	641.40	667.10
Aides Adults			
1st year	655.60	681.80	709.10
2nd year	668.30	695.00	722.80
Thereafter	681.50	708.80	737.20
Technical Assistant			
Junior			
At 16 years	378.00	393.10	408.80
At 17 years	435.70	453.10	471.20
At 18 years	497.10	517.00	537.70
At 19 years	562.30	584.80	608.20
At 20 years	616.70	641.40	667.10

Technical Assistant Adult Grade 1			
1st year	668.30	695.00	722.80
2nd year	681.50	708.80	737.20
Thereafter	697.20	725.10	754.10
Technical Assistant Adult Grade 2			
1st year	681.50	708.80	737.20
2nd year	697.20	725.10	754.10
Thereafter	709.50	737.90	767.40
Trainee Cytology Scanner			
Under 18 years of age	483.50	502.80	522.90
At 18 years and over	617.40	642.10	667.80

On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.

Cytology Scanner			
1st year	681.50	708.80	737.20
2nd year	697.20	725.10	754.10
Thereafter	709.50	737.90	767.40
Pharmacy Assistant - Grade 1			
1st year	681.50	708.80	737.20
2nd year	697.20	725.10	754.10
3rd year	709.50	737.90	767.40
4th year	729.20	758.40	788.70
Pharmacy Assistant - Grade 1			
1st year	729.20	758.40	788.70
2nd year	746.80	776.70	807.80
Pharmacy Technician- Grade 1			
1st year	729.20	758.40	788.70
2nd year	746.80	776.70	807.80
3rd year	763.60	794.10	825.90
4th year	781.90	813.20	845.70
Pharmacy Technician-Grade 2			
1st year	798.90	830.90	864.10
2nd year	829.10	862.30	896.80
3rd year	856.00	890.20	925.80
4th year	879.60	914.80	951.40
Pharmacy Technician- Grade 3			
1st year	940.30	977.90	1,017.00
2nd year	973.00	1,011.90	1,052.40

Pharmacy Technician - Grade 4			
1st year	1,005.70	1,045.90	1,087.70
2nd year	1,069.10	1,111.90	1,156.40
Sterilisation Technician- Grade 1			
1st year	681.50	708.80	737.20
2nd year	697.20	725.10	754.10
3rd year	729.20	758.40	788.70
Sterilisation Technician- Grade 2			
1st year	746.80	776.70	807.80
2nd year	763.60	794.10	825.90
3rd year	781.90	813.20	845.70
Sterilisation Technician- Grade 3			
1st year	798.90	830.90	864.10
2nd year	829.10	862.30	896.80
Post Mortem Assistant 200 Post Mortems p.a.			
1st year	829.20	862.40	896.90
2nd year	856.30	890.60	926.20
3rd year and thereafter	880.60	915.80	952.40
Sen. Post Mortem Assist- W/mead	973.40	1,012.30	1,052.80
Museum Technician			
1st year	674.40	701.40	729.50
2nd year	687.20	714.70	743.30
3rd year	700.40	728.40	757.50
4th year and Thereafter	714.40	743.00	772.70
Animal Technician			
1st year	674.40	701.40	729.50
2nd year	687.20	714.70	743.30
3rd year	700.40	728.40	757.50
4th year	714.40	743.00	772.70
Animal attendant	669.40	696.20	724.00
Research Mechanic Research Mechanic	688.40	715.90	744.50
Operations Assistant			
Chief	740.40	770.00	800.80
Senior	715.90	744.50	774.30
Others - first 3 years	683.50	710.80	739.20
Other - Subsequent years	702.30	730.40	759.60
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.			

Trainee Operations Assistant			
1st year	432.70	450.00	468.00
2nd year	526.70	547.80	569.70
3rd year	598.60	622.50	647.40
Provided that no Trainee at 21 years of age or over shall be paid less than the 3rd year rate. On completion of three years' training, a Trainee shall be classified as Assistant.			
Anaesthetic and Operating Theatre Technician			
Without Diploma	709.50	737.90	767.40
With Diploma	747.80	777.70	808.80
Senior Anaesthetic Technician	771.40	802.30	834.40
Senior Anaesthetic Technician- R.P.A. Hosp	792.20	823.90	856.90
Technical Controller. Processing - R.P.A.H			
Personal Present Occupant Only	703.80	732.00	761.30
Institute of Tropical Medicine-Prince Henry			
Attendant	676.80	703.90	732.10
Attendant in Charge	703.20	731.30	760.60
Surgical Instrument Repairer			
Surgical Instrument Repairer	687.90	715.40	744.00
Patient Support Assistant-Central Coast Area Health Service			
1st Year	654.60	680.80	708.00
Thereafter	659.60	686.00	713.40
Patient Services Assistant-Western Sydney Area Health Service			
Grade 1	641.40	667.10	693.80
Grade 2	654.60	680.80	708.00
Support Services Officer-Northern Sydney and Western Sydney Area Health Service	668.30	695.00	722.80
Wardsperson			
1st year	654.60	680.80	708.00
Thereafter	659.60	686.00	713.40
Chief Wardsman			
1st year	689.20	716.80	745.50
Thereafter	695.00	722.80	751.70

Senior Chief Wardsman			
1st year	709.00	737.40	766.90
Thereafter	714.00	742.60	772.30
Surgical Dresser			
1st year	662.80	689.30	716.90
2nd year	668.50	695.20	723.00
Thereafter	676.80	703.90	732.10
Surgical Dresser - S.T.D. Clinic			
1st year	668.50	695.20	723.00
Thereafter	684.60	712.00	740.50
Chief Surgical Dresser			
1st year	697.60	725.50	754.50
2nd year	703.80	732.00	761.30
Thereafter	712.30	740.80	770.40
Senior Chief Surgical Dresser			
1st year	717.10	745.80	775.60
2nd year	723.60	752.50	782.60
Thereafter	731.70	761.00	791.40
Surgical Dresser - Royal North Shore Hospital			
1st year	680.60	707.80	736.10
2nd year	686.70	714.20	742.80
3rd year	695.10	722.90	751.80
Senior Chief Surgical Dresser - RNSH			
1st year	749.40	779.40	810.60
2nd year	756.10	786.30	817.80
3rd year	765.00	795.60	827.40
Chief Surgical Dresser - RNSH			
1st year	729.60	758.80	789.20
2nd year	735.40	764.80	795.40
3rd year	744.30	774.10	805.10
Heart/Lung Technician	766.90	797.60	829.50
Heart/Lung Assistant	723.60	752.50	782.60
Neurophysiological Technician			
1st and 2nd year	747.80	777.70	808.80
3rd year and Thereafter	771.40	802.30	834.40
Senior Neurophysiological Technician			



In Charge of 2 or more employees	792.20	823.90	856.90
St George, New, Childrens, RNSH Royal Newcastle	856.00	890.20	925.80
RPAH, POW, PHH, Westmead	940.30	977.90	1,017.00
Trainee Neurophysiological Technician			
At 16 years	384.40	399.80	415.80
At 17 years	451.50	469.60	488.40
At 18 years	514.20	534.80	556.20
At 19 years	584.60	608.00	632.30
At 20 years	617.60	642.30	668.00
At 21 years	653.50	679.60	706.80

Provided that promotion to Electro-Cardiograph Recorder/Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.

Provided that promotion to Neurophysiological/Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Health Administration Corporation to be appropriate.

Domestic Group			
Trainee Catering Officer Junior			
At 16 years and under	385.00	400.40	416.40
At 17 years	441.30	459.00	477.40
At 18 years	498.80	518.80	539.60
At 19 years	563.70	586.20	609.60
At 20 years	616.40	641.10	666.70
Trainee Catering Officer Adult			
1 <sup>st</sup> year	668.90	695.70	723.50
2 <sup>nd</sup> year	683.50	710.80	739.20
Thereafter	700.00	728.00	757.10
Surgical Bootmaker			
In charge of other Bootmakers/Repairers	770.00	800.80	832.80
Otherwise	754.50	784.70	816.10
Surgical Boot Repairer	740.70	770.30	801.10
Chef			
Grade A	732.40	761.70	792.20
Grade B	716.10	744.70	774.50
Grade C	700.40	728.40	757.50
Cook			
Grade A	686.90	714.40	743.00
Grade B	670.60	697.40	725.30

Linen Supply Officer			
Under 300 Beds	664.10	690.70	718.30
300 Beds but less than 500 Beds	682.70	710.00	738.40
500 Beds and over	702.50	730.60	759.80
Foreperson			
Grade A	702.50	-----	-----
Grade B	682.70	-----	-----
Grade C	664.10	-----	-----
Assistant Foreperson	652.40	678.50	705.60
Hospital Assistant			
Grade 1 - Junior	526.00	547.00	568.90
Grade 1 - Adult	617.40	642.10	667.80
Grade 2 - Adult	631.50	656.80	683.10
Grade 3 - Adult	641.40	667.10	693.80
Sewing Room Supervisor			
In charge of 2-6 Dressmakers / Seamstresses	657.30	683.60	710.90
In charge of 7-11 Dressmakers / Seamstresses	665.10	691.70	719.40
In charge of 12 or more Dressmakers/Seamstresses	673.20	700.10	728.10
Housekeeper/Domestic Supervisor - not I/C Food Services			
Under 100 beds	667.30	694.00	721.80
100 beds but less than 200 beds	672.00	698.90	726.90
200 beds but less than 300 beds	678.10	705.20	733.40
300 beds but less than 400 beds	684.60	712.00	740.50
400 beds but less than 500 beds	698.70	726.60	755.70
500 beds and over	712.30	740.80	770.40
Home Supervisor			
100 beds but less than 200 beds	641.50	667.20	693.90
200 beds but less than 300 beds	661.00	687.40	714.90
300 beds but less than 400 beds	667.30	694.00	721.80
400 beds but less than 500 beds	676.40	703.50	731.60
500 beds and over	682.60	709.90	738.30
Maintenance/General Group			
Maintenance Supervisor (Non Tradesman)			
In charge of staff	792.90	824.60	857.60
Otherwise	773.20	804.10	836.30
Boiler Attendant			
Maintenance of Plant	670.70	697.50	725.40
Otherwise	663.20	689.70	717.30
Fireman	631.50	656.80	683.10

Motor Vehicle, Ambo and/or Bus Driver			
Up to 2950 Kilograms	667.50	694.20	722.00
Over 2950 Kg & up to 4650 Kg	672.40	699.30	727.30
Over 4650 Kg & up to 6250 Kg	677.20	704.30	732.50
Over 6250 Kg & up to 7700 Kg	681.30	708.60	736.90
Over 7700 Kg & up to 9200 Kg	685.90	713.30	741.80
Over 9200 Kg & up to 10800 Kg	689.00	716.60	745.30
Over 10800 Kg & up to 12350 Kg	693.10	720.80	749.60
Over 12350 Kg & up to 13950 Kg	696.60	724.50	753.50
Over 13950 Kg & up to 15500 Kg	700.40	728.40	757.50
Over 15500 Kg & up to 16950 Kg	702.30	730.40	759.60
Over 16950 Kg & up to 18400 Kg	704.00	732.20	761.50
Over 18400 Kg & up to 19750 Kg	705.10	733.30	762.60
Over 19750 Kg & up to 21100 Kg	706.80	735.10	764.50
Over 21100 Kg & up to 22450 Kg	710.00	738.40	767.90
Trainee Patient Transport Officer	667.50	694.20	722.00
Patient Transport Officer	697.40	725.30	754.30
Fire Safety Officers			
Level 1 - Over 700 beds	1,145.70	1,191.50	1,239.20
Level 2 - 300-700 beds	1,019.60	1,060.40	1,102.80
Level 3 - Less than 300 beds	905.80	942.00	979.70
Gardening Staff			
Head Gardener Without Certificate	692.70	720.40	749.20
Head Gardener With Certificate	737.20	766.70	797.40
Gardener Without Certificate	653.40	679.50	706.70
Gardener With Certificate	672.60	699.50	727.50
Vocational Instructor - Rehab (Tradesman)			
1st year	824.10	857.10	891.40
2nd year	835.30	868.70	903.40
3rd year and Thereafter	845.80	879.60	914.80
Vocational Training Officer (Non-Trade)			
1st year	747.30	777.20	808.30
2nd year	758.40	788.70	820.20
3rd year and Thereafter	769.60	800.40	832.40
Health and Security Assistant	702.50	730.60	759.80
Security Officer	668.30	695.00	722.80

New Classification	Rate from 5.8.2005	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Senior Security Officer			
Year 1	729.20	758.40	788.70
Year 2	746.80	776.70	807.80

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
<b>Printing Operators - Junior</b>			
Under 17 years	353.80	368.00	382.70
At 17 years	418.10	434.80	452.20
At 18 years	479.90	499.10	519.10
At 19 years	546.00	567.80	590.50
At 20 years	599.50	623.50	648.40
<b>Printing Operators - Adult</b>			
1st year	728.60	757.70	788.00
2nd year	734.00	763.40	793.90
3rd year	738.30	767.80	798.50
<b>Printing Operators</b>			
O.I.C Prince Henry Hospital	761.00	791.40	823.10
<b>Child Care Workers - Junior - incl Play Leaders</b>			
At age 17	515.00	535.60	557.00
At age 18	538.30	559.80	582.20
At age 19	558.90	581.30	604.60
At age 20	578.20	601.30	625.40
<b>Child Care Workers - Junior with Certificate</b>			
1st year of experience	615.00	639.60	665.20
2nd year of experience	627.00	652.10	678.20
3rd year of experience	650.90	676.90	704.00
<b>Child Care Worker - Adult</b>			
1st year	621.80	646.70	672.60
2nd year	633.20	658.50	684.80
3rd year	657.10	683.40	710.70
4th year	668.40	695.10	722.90
5th year	681.50	708.80	737.20
6th year	697.20	725.10	754.10
Thereafter	709.50	737.90	767.40
<b>Diversional Therapist with Diploma</b>			
1st year	674.10	701.10	729.10
2nd year	714.00	742.60	772.30
3rd year	753.50	783.60	814.90
4th year	793.00	824.70	857.70
5th year	830.90	864.10	898.70
<b>Diversional Therapist without Diploma</b>			
1st year	668.30	695.00	722.80
2nd year	681.50	708.80	737.20
3rd year	697.20	725.10	754.10
<b>Tyre Fitter</b>			
	656.00	682.20	709.50
<b>Ambulance Support Officer</b>			
	630.00	655.20	681.40

Apprentices			
Apprentice Cook			
1st six months	335.60	349.00	363.00
2nd six months	469.70	488.50	508.00
3rd six months	536.80	558.30	580.60
4th six months	570.30	593.10	616.80
5th six months	604.80	629.00	654.20
6th six months	637.40	662.90	689.40
Appr.completion of 1st Yr exams	1.50	1.60	1.70
Appr.completion of 2nd Yr exams	3.70	3.80	4.00
Appr.completion of 3rd Yr exams	5.00	5.20	5.40
Apprentice Gardener			
1st Year	344.90	358.70	373.00
2nd Year	410.20	426.60	443.70
3rd Year	541.70	563.40	585.90
4th Year	607.40	631.70	657.00
Appr.completion of 1st Yr exams	1.50	1.60	1.70
Appr.completion of 2nd Yr exams	3.70	3.80	4.00
Appr.completion of 3rd Yr exams	5.00	5.20	5.40

New Classification	Rate from 5.8.2005 \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Team Leader, Central Linen Service (formerly "Forepersons")	708.40	736.70	766.20

New Classification	Rate from 11.2.2005 \$	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Cardiac Technician				
Year 1	768.20	798.90	830.90	864.10
Year 2	797.20	829.10	862.30	896.80
Year 3	823.10	856.00	890.20	925.80
Year 4	845.80	879.60	914.80	951.40
Cardiac Technologists				
Grade 1				
Year 1	785.30	816.70	849.40	883.40
Year 2	814.80	847.40	881.30	916.60
Year 3	865.00	899.60	935.60	973.00
Year 4	924.20	961.20	999.60	1,039.60
Year 5	988.10	1,027.60	1,068.70	1,111.50
Year 6	1,051.10	1,093.10	1,136.80	1,182.30
Year 7	1,102.10	1,146.20	1,192.00	1,239.70
Year 8	1,137.70	1,183.20	1,230.50	1,279.70

Grade 2				
Year 1	1,102.10	1,146.20	1,192.00	\$ 1,239.70
Year 2	1,137.70	1,183.20	1,230.50	\$ 1,279.70
Year 3	1,223.70	1,272.60	1,323.50	\$ 1,376.40

New Classification	Rate from 11.2.2005 \$	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Senior Cardiac Technologist				
Year 1	1,223.70	1,272.60	1,323.50	1,376.40
Year 2	1,264.60	1,315.20	1,367.80	1,422.50
Chief Cardiac Technologist				
Year 1	1,299.90	1,351.90	1,406.00	1,462.20
Year 2	1,442.30	1,500.00	1,560.00	1,622.40

**Table 2 - Allowances**

Allowance	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Special Allowance Post Mortem Assistants & Senior Post Mortem Assistants (Westmead)	67.30	70.00	72.80
Senior Laundry Staff -Tech. Cert.	8.60	8.90	9.30
Leading Hand I/C 2 to 5 employees	22.90	23.80	24.80
Leading Hand I/C 6 to 10 employees	32.60	33.90	35.30
Leading Hand I/C 11 to 15 employees	41.50	43.20	44.90
Leading Hand I/C 16 to 19 employees	50.90	52.90	55.00
Automatic Rotary Press operation/hr or part	0.42	0.44	0.46
Housekeeper/Domestic Supervisor S'vise Nurse/ Domestic Home	6.20	6.40	6.70
Boiler Attendant's Certificate -other employee (p/week)	5.80	6.00	6.20
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	13.60	14.10	14.70
Boiler Attendant/Fireman - Specified Hospitals (p/week)	34.90	36.30	37.80
Additional Duties - Boiler Attendant/Fireman	16.10	16.70	17.40
Ancillary Fire Safety Duties-100 beds or more	28.90	30.10	31.30
Ancillary Fire Safety Duties - Less than 100 beds	13.10	13.60	14.10
Gardener with/out Certificate - I/C 2 or more employees	22.90	23.80	24.80

R. P. BOLAND J.

(563)

**SERIAL C4286****PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6410 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD****Arrangement****PART A**

Clause No.	Subject Matter
1	Definitions
2	Salaries
3	Grading Committee
4	Adjustment of Salaries
5	Annual Leave
6	Sick Leave
7	Maternity, Adoption and Parental Leave
8	Public Holidays
9	Long Service Leave
10	Higher Grade Duty
11	Payment and Particulars of Salaries
12	Settlement of Disputes
13	Anti-Discrimination
14	Mobility, Excess Fares and Travelling
15	Redundancy-Managing Displaced Employees
16	Personal/Carer's Leave Family and Community Services Leave
17	Labour Flexibility
18	Termination of Employment
19	Salary Packaging
20	Reasonable Hours
21	Area, Incidence and Duration

**PART A****1. Definitions**

"Officer" means a person who is a registered medical practitioner and who is employed as a Chief Executive Officer, Deputy Chief Executive Officer, Medical Superintendent, Deputy Medical Superintendent, Assistant Medical Superintendent or Clinical Superintendent in a position as such by the Health Administration Corporation.

"Union" means the Health Services Union.

"Authority" means the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Corporation" means the Health Administration Corporation.

"Service" unless the context otherwise indicates or requires, means service before or and/or after the commencement of this award, in any one or more hospitals.

"Hospital" means a public hospital as defined under s.15 of the *Health Services Act, 1997*.

"Higher Medical Qualification" means such qualification obtained by a medical practitioner subsequent to graduation and includes:

- (a) post-graduate University degrees and diplomas recognised by the Medical Board of New South Wales as qualifications; or
- (b) membership or fellowship of the Royal College or Royal Australian College of Physicians or Fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists; or Fellowship of the Australian College of Medical Administrators;
- (c) such other post-graduate qualification recognised by the Medical Board of New South Wales and acceptable to the Health Administration Corporation.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

## **2. Salaries**

Salaries for Medical Superintendents shall be as set out in the Health Professional and Medical Salaries (State) Award.

## **3. Grading Committee**

A Committee consisting of up to three representatives of the Health Administration Corporation and up to three representatives of the Union shall be constituted to consider and recommend to the Industrial Commission of New South Wales upon application by the Union or a hospital:

- (i) The grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and
- (ii) the date of the effect of the grading recommended. Provided that -
  - (a) an officer shall, whilst the grading of his/her position is under consideration, be ineligible to be a member of the Committee;
  - (b) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
  - (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

## **4. Adjustment of Salaries**

The salaries of officers covered by this award shall be adjusted to the appropriate range prescribed on the basis of years of service in position - for the purpose of this clause an officer shall be deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.



### 5. Annual Leave

- (i) Annual leave shall accrue at the rate of five calendar weeks per annum.
- (ii) Annual leave shall not accrue beyond ten calendar weeks without the approval of the Hospital Board.
- (iii) Such annual leave shall be taken by officers at mutually convenient times as arranged with the Hospital.
- (iv) The hospital shall pay each officer in advance before the commencement of any period of annual leave his ordinary pay for the period of the leave.
- (v) Where any special or public holiday for which the officer is entitled to payment under this award or under any Act or under his contract of employment occurs during any period of annual leave taken by an officer, the holiday shall not be reckoned as a deduction from the officer's annual leave entitlement.
- (vi) Annual leave for a period of accrual of less than twelve months shall accrue on a proportionate basis at the rate of five calendar weeks per annum.
- (vii) Where the employment of an officer who has become entitled to a period of annual leave is terminated or the officer resigns, the due period of annual leave shall be deemed to be taken from the date of termination or resignation and the hospital shall forthwith pay to the officer, in addition to all other amounts due to him, his ordinary pay for the period of annual leave.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Corporation.

### 6. Sick Leave

An officer shall be entitled to ten days per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:

- (a) The hospital may require the sickness to be certified to by a legally qualified medical practitioner approved by the hospital or may require other satisfactory evidence thereof.
- (b) An officer shall not be entitled to sick leave until after three months' continuous service.
- (c) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay or workers' compensation.

Provided, however, that where an officer is not in receipt of accident pay, an employer shall pay to an officer, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (d) For the purpose of this clause "service" means service in any of the positions covered by this award provided that any person who was employed in a public hospital immediately prior to becoming an officer in any position covered by this award shall be entitled to add to his or her service under this award the service that he or she has had under any other award or agreement covering his/her employment in such public hospital or in public hospitals; provided that officers who are employed by a hospital at the date of commencement of this award shall retain to their credit until exhausted, any accumulation of sick leave to their credit immediately prior to such date; and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.
- (e) A hospital shall not terminate the services of an employee, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that an employee is fit to continue in employment and the employee refuses to resume duty.

If a dispute arises as to whether an employee is fit to continue in employment, such dispute shall be referred to a Disputes Committee.

## 7. Maternity, Adoption and Parental Leave

### A. Maternity Leave

#### (i) Eligibility

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

#### (ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

#### (iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

To be eligible for paid adoption leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act*.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

- (a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Return for Less than Full Time Hours

As per maternity leave conditions.

(ix) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees, whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to

the employee. In such an instance, the employee should notify the employer as early as practicable.

- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -
 

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.
 

As per maternity leave conditions.
- (vii) Right to return to Previous Position
 

As per maternity leave conditions.

**NOTE:**

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.
- (b) Liability for Superannuation Contributions
 

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

### **8. Public Holidays**

No deduction shall be made from the salary of an officer for any public or statutory holidays on which he is not required to work. For the purpose of this clause, the following shall be deemed public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and such other public holidays as may be proclaimed throughout the State of New South Wales or for any district therein which an officer is employed.

### **9. Long Service Leave**

- (i)
  - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.



Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

- (ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.

- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

- (1) where an officer after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed;
- (2) where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
- (3) an officer employed in a hospital at the 1st July 1974, and who was entitled to count broken service under the provisions of the award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
- (2) any period of part-time service, except permanent part-time service.

- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:

- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.

- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
  - (b) a period of leave on half pay - half the number of days so taken; or
  - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years service and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.
- Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.
- Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

### **10. Higher Grade Duty**

An officer who is called upon to relieve continuously for one week or more in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive the minimum salary of such higher classification for all such periods of relief.

### 11. Payment and Particulars of Salary

- (i) All salaries and other payments shall be paid fortnightly provided further that for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of hospitals making their deposits with such financial institutions but in such cases hospitals shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

### 12. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Area Health Service or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Health Administration Corporation and the Head Office of the Union. The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Corporation and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Area Health Service and the Union respectively with such recommendation as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

### 13. Anti-Discrimination

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.

- (iv) 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*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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.

#### **14. Mobility, Excess Fares and Travelling**

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
  - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
  - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
  - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by Regulation of the Authority.
- (iii)
  - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected

employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given.

- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Health Administration Corporation which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
  - (b) If a reliever incurs fares in excess of \*\$5 per day in travelling to and from the relief site, the excess shall be reimbursed.
  - (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \*\$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Regulation of the Authority, less \*\$5.
- \* This \$5 shall be reviewed annually by the Corporation.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
  - (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

### **15. Redundancy - Managing Displaced Employees**

Employees shall be entitled to the provisions of Health Department Policy Directive 2005-517, as amended from time to time.

### **16. Personal/Carer's Leave, Family and Community Services Leave**

Employees shall be granted Personal/Carer's Leave, Family and Community Services Leave in accordance with Health Department Policy Directive 2005-431, as amended from time to time.

### **17. Labour Flexibility**

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.

- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### **18. Termination of Employment**

Employment may be terminated only by four weeks' notice given in writing either by the hospital or the officer at any time during the week or by payment or forfeiture of four weeks' salary as the case may be, provided that the officer and the hospital may agree to a lesser period of notice. Nothing in this clause shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

### **19. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.
- (iii) Where an employee elects to package a portion of salary :
  - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.
- (iv) The parties agree that the application of the fringe benefits tax exemption cap and the PBI status of NSW Health Services are subject to prevailing Australian taxation laws.
- (v) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vi) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

- (vii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (viii) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

#### **20. Reasonable Hours**

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety.
  - (b) The employee's personal circumstances including any family and carer responsibilities.
  - (c) The needs of the workplace or enterprise.
  - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) Any other relevant matter.

#### **21. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Hospitals Medical Superintendents (State) Award published 18 January 2002 (Vol. 330 I.G. 894) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

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(590)

**SERIAL C4267****HOSPITAL SCIENTISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union industrial organisation of employees.

(No. IRC 6407 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD****PART A**

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Grading Officers
4.	Hours
5.	Shift Work and Weekend Work
6.	Rostering Hours
7.	On-Call
8.	Permanent Part-Time and Part-Time Employees
9.	Overtime
10.	Meals
11.	Higher Duties
12.	Public holidays
13.	Annual Leave
14.	Long Service Leave
15.	Sick Leave
16.	Payment and Particulars of Salary
17.	Termination of Employment
18.	Accommodation and Amenities
19.	Inspection of Lockers of Officers
20.	Uniform and Laundry Allowance
21.	Climatic and Isolation Allowance
22.	Notice Boards
23.	Union Representative
24.	Exemptions
25.	Blood Counts
26.	Settlement of Disputes
27.	Anti-Discrimination
28.	Travelling Allowance
29.	General Conditions
30.	Promotions and Appointments
31.	Board and Lodgings
32.	Maternity, Adoption & Parental Leave
33.	Redundancy-Managing Displaced Employees
34.	Personal/Carer's Leave, Family and Community Services Leave
35.	Mobility, Excess Fares and Travelling
36.	Labour Flexibility
37.	Salary Packaging
38.	Reasonable Hours
39.	Area, Incidence and Duration



## PART B

## Table 1 - Allowances

**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"Union" means the Health Services Union.

"A.D.A." means the daily average of occupied beds adjusted by counting each 700 registered outpatients as one occupied bed. The average shall be taken for the twelve months for the year ending 30th June in each and every year and such average shall relate to the salary for the succeeding year.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Authority" means the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Hospital" means a public hospital as defined under s.15 of the *Health Services Act 1997*.

"Trainee Hospital Scientist" means an officer appointed as such who is undertaking a part-time degree course in science at an approved University or a College of Advanced Education and is engaged in work related to the profession for which he or she is qualifying.

"Hospital Scientist" means an officer who has acquired the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1974) or who has obtained a degree in science from an approved university or college of advanced education requiring a minimum of three years full-time study or such qualifications as the Health Administration Corporation deems equivalent.

"Senior Hospital Scientist" means an officer who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the Health Administration Corporation to be appropriate who-

- (a) has been appointed to a position in charge of a section of a laboratory; or
- (b) has been approved by the Health Administration Corporation for appointment on the recommendation of the Credentials Committee.

"Senior or Chief Hospital Scientist" means an officer who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the Health Administration Corporation to be appropriate who -

- (a) has been appointed to a position in charge of a laboratory; or
- (b) has been approved by the Health Administration Corporation for appointment on the recommendation of the Credentials Committee.

"Principal Hospital Scientist" means a Hospital Scientist who has been appointed as such and holds a post graduate degree in science at least equivalent to the degree of Master of Science of an approved university, or such other qualifications deemed by the Health Administration Corporation to be equivalent and who has had not less than ten years post graduate experience in an appropriate scientific field.

"Director/Deputy Director" means an officer appointed as Head of a Department or as second in-charge of a Department, provided that such a position is approved as such by the Health Administration Corporation.

"Corporation" means the Health Administration Corporation.

"Officer" means a Hospital Scientist, Senior Hospital Scientist, Principal Hospital Scientist, or Trainee Hospital Scientist as defined.

"Day Worker" means a worker who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and before 10 am otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.

"Service" means service before and/or after the commencement of this award in any one or more hospitals as defined under s.15 of the *Health Services Act 1997*, or any other hospital deemed acceptable by the Corporation.

## 2. Salaries

Salaries for Hospital Scientists, as defined herein, shall be as set out in the Health Professional and Medical Salaries (State) Award.

## 3. Grading of Officers

- (i) Grades: Every officer other than Trainee Hospital Scientist shall be classified in one of the grades of Hospital Scientist, Chief/Senior Hospital Scientist, or Principal Hospital Scientist as provided hereunder.
- (ii) Years of Scale -
  - (a) Within each grade officers employed by any hospital shall, at all times be classified not lower than the year of scale corresponding to the minimum described hereunder for their respective qualifications and/or duties advanced by:
    - (1) At least one year of scale for each completed year of service in that grade and hospital; and
    - (2) At least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.
  - (b) In determining an officer's classification due allowance also shall be made for any post graduate experience.
- (iii) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.

Bachelor's Degree (3 year course) - 1st year;

Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year.

Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years experience concurrent with or after the last two years of the course, - 3rd year.

Master's Degree - 4th year;

Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the officer is engaged.

- (iv) Credentials Committee. A committee consisting of two representatives of the Health Administration Corporation and two representatives of the Union shall be constituted to consider and recommend to the Health Administration Corporation upon application by the Union or the employing hospital.
  - (a) The appointment of a new employee as a Senior Hospital Scientist (other than a Senior Hospital Scientist in charge of a laboratory or a section of a laboratory), or a Principal Hospital Scientist.
  - (b) The promotion of an officer from Hospital Scientist to Senior Hospital Scientist.
  - (c) The promotion of an officer from Senior Hospital Scientist to Principal Hospital Scientist.

#### 4. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked from Monday to Friday inclusive and to commence on such days at or after 6 am and before 10 am.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv)
  - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 days each officer shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of officers working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the officer's allocated day off duty on pay, as the twentieth working day of the cycle.
  - (b) Notwithstanding the provisions of paragraph (a) of this subclause, officers who were, as at the 30th June, 1984, working shifts of less than eight hours duration may:
    - (1) continue to work their existing hours each 28 days but spread over 19 days, or
    - (2) with the agreement of the hospital, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The officer's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the officer and the hospital having regards to the needs of the hospital or sections thereof. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the Corporation and the Union agree that exceptional circumstances exist in a particular hospital, an officer's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the officer concerned, accumulate and be taken at a time mutually agreed between the officer and the hospital. Provided that the maximum number of days off duty which may accumulate under this subclause shall be eighteen.

- (viii) There shall be no accrual of 0.4 of an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 13, Annual Leave, of this award. However where an officer has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the officer had not gone on annual leave, it shall be allowed to the officer on the first working day immediately following the period of leave.

Where an officer has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the officer's return to duty.

- (ix) An officer entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where an officer's allocated day off duty falls during a period of sick leave the officer's available sick leave shall not be debited for that day.
- (x) Where an officer's allocated day off duty falls due during a period of worker's compensation, the officer, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an officer's allocated day off duty falls on a public holiday as prescribed by Clause 12 - Public Holidays of this award, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at the ordinary rates of pay.
- (xiii) There shall be one tea break of twenty minutes duration. This is additional to the meal break provided for in subclause (xii) of this Clause.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

#### **5. Shift Work and Weekend Work**

- (i) Subject to the provisions of this clause, officers may be employed on shift work.
- (ii) The ordinary hours of shift workers shall be worked on not more than five days per week and shall not exceed 152 hours per 28 calendar days.
- (iii) As far as practicable, no officer shall be obliged to work shift work against his/her wishes.
- (iv) Senior Hospital Scientists and Principal Hospital Scientists shall not be required to work shift work against their wishes.
- (v) Before shift work is introduced into any section or department of a hospital, the proposals relating thereto shall be conveyed to the Union and an opportunity given to discuss such proposals with representatives of the hospital concerned and the Corporation.
- (vi) Any disputes arising out of the introduction of new shift systems shall be referred to a committee consisting not more than six members with equal representatives of the Corporation and the Union.

In the event of no unanimous decision being arrived at, the matter in dispute may be notified to the Industrial Registrar for the consideration of the Public Health Employees (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

- (vii) Work performed by shift workers working during ordinary hours shall be paid at the following rates:
- (a) on Mondays to Fridays between 8:30 am and 9:00 pm at ordinary time rate of pay.
- (b) On Mondays to Fridays before 8:30 am and after 9:00 pm at the rate of time and a half.

- (c) On Saturdays at the rate of time and a half.
- (d) On Sundays at the rate of time and three quarters.

Provided that a part-time officer shall not be entitled to be paid in addition the loading prescribed in subclause (i) of clause 8, Part-Time Officers, of this award.

Provided further that positions which prior to 31 August 1988 were covered under the terms of the Hospital Employees Conditions of Employment (State) Award shall continue to be paid in accordance with provisions of Penalty Rates for Shift Work, Weekend Work and Special Working Conditions, of that Award. Further provided that the provisions of subclauses (iii) and (iv) shall not apply to these positions.

#### **6. Roster of Hours**

- (i) The ordinary hours of work for each officer shall be displayed on a roster in a place conveniently accessible to officers. Where reasonably practicable such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further that a roster may be altered at any time to enable the services of the hospital to be carried on where another officer is absent from duty on account of illness or in emergency but where any such alteration involves an officer working on a day which would have been his/her day off such time worked shall, subject to subclause (vi) of clause 4, Hours, be paid for at overtime rates. Furthermore, where a change in roster hours occurs with less than 24 hours notice to the officer affected, all time worked outside that shown on the officer's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Where an officer is entitled to an allocated day off duty in accordance with Clause 4, Hours, of this Award, that allocated day off duty is to be shown on the roster of hours for that officer.

#### **7. On-Call**

An officer required by his or her hospital to be on call in any one 24 hour period shall be paid an allowance as set out in Item 1 of table 1, Allowances, for that period or any part thereof, provided that only one allowance shall be paid in any period of 24 hours.

Provided that an on-call roster shall not be introduced by a hospital without the approval of the Corporation. Principal Hospital Scientists are excluded from the provisions of this clause.

Provided that this clause shall not apply to positions covered by the Public Hospital Medical Technologists (State) Award, prior to 31 August 1988.

#### **8. Permanent Part-Time and Part-Time Employees**

##### **Part 1 - Permanent Part-Time Employees**

- (i) A permanent part-time employee is one who is appointed by a hospital to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification.
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two (2) or more than thirty two (32) hours in any full week of seven days, such week to be coincidental with the pay period of each hospital. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours

worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.

- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

#### Part 2 - Part-Time Employees

- (i) Employees engaged as part-time employees on or before 1 November 2001 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause. The election may be exercised within six (6) months of the commencement of this Award and following that period no election will be available.
- (ii) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than thirty hours in any full week of seven days, such week to be coincidental with the pay period of each hospital respectively, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof.
- (iii) In an emergency part-time employees may be allowed to work more than thirty hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (ii) of Part 2 of this Clause.
- (iv) With respect to employees employed as part-time workers the provisions of Clause 4 - Hours, sub-clauses (iv) to (xi) of this award shall not apply.
- (v) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vii) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, of this award, except where provided in sub-clauses (v) and (vi) of Part 2 of this clause, shall not apply.

#### 9. Overtime

- (i) All time worked by day workers and shift workers in excess of or outside the ordinary hours prescribed by Clause 4, Hours, and Clause 5, Shift Work and Weekend Work of this Award, respectively, shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that all time worked on Sundays shall be paid for at double time; provided further that all overtime worked on public holidays shall be paid for at the rate of double time and one half.

- (ii) An officer recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate rate for each time he or she is recalled; provided that, except in the case of unforeseen circumstances arising, the officer shall not be required to work the full four hours if the job he or she was so called to perform is completed within a shorter period.

An officer recalled to work overtime as prescribed by this subclause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place or work.

Provided further that where an officer elects to use his/her own mode of transport he/she shall be paid an allowance equivalent to the "Transport Allowance" specified by the regulation of the Authority at the rate in force from time to time.

- (iii) When overtime is necessary it shall wherever reasonably practical, be so arranged that officers have at least eight consecutive hours off duty between the work on successive days or shifts.

For the purposes of assessing overtime each day shall stand alone, provided however, that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

- (iv) An officer who works such overtime:
- (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
- (b) on a Saturday, a Sunday and a holiday, not being ordinary working day, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her employer such an officer resumes or continues to work without having had such eight consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (v) When an officer works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the hospital to the officer's home with a maximum payment of one (1) hour.

This subclause shall not apply in the case of call-back nor where the officer has his/her own vehicle available for conveyance home.

- (vi) The provisions of this clause shall not apply to Principal Hospital Scientists.

### 10. Meals

- (i) An officer who works authorised overtime shall be paid in addition for such overtime -
- (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6:00 am;
- (b) as set out in Item 2 of Table 1, for luncheons when such overtime extends beyond 2:00 pm on Saturdays, Sundays or holidays;

- (c) as set out in Item 2 of the said Table 1, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly or after 7:00 pm;
- or shall be provided with adequate meals in lieu of payment.
- (ii) The value of payments for meals shall be varied as the equivalent rates are from time to time varied in the New South Wales Public Service.
- (iii) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an officer is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (iv) An officer required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (v) An officer recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vi) Where practicable, officers shall not be required to work more than four (4) hours without a meal break.

#### **11. Higher Duties**

- (i) An officer, when called upon to relieve another paid on a higher scale shall be paid for the time so spent at the rate prescribed for the classification of the officer so relieved.
- (ii) This clause shall not apply when an officer in a higher grade is absent from duty for reason of his/her allocated day off duty as a consequence of working a 38-hour week.

Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Relieving Other Members of Staff and Mixed Functions", of that award shall apply.

#### **12. Public Holidays**

- (i) Public Holidays shall be allowed to officers on full pay.
- (ii) Where an officer is required to and does work on any of the holidays set out in subclause (iii) of this clause, whether for a full shift or not, the officer shall be paid one and one half day's pay in addition to the weekly rate prescribed by clause 2 - Salaries of this award, such payment in the case of shift workers to be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday:

Provided that if the employer and the officer so agree, an officer may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (iii) For the purpose of this clause, the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day, and other days proclaimed and observed as a public holiday within the area in which the hospital is situated.
- (iv) Where a public holiday occurs on a shift worker's rostered day off, he/she shall be paid one day's pay in addition to the weekly rate, or if the employer and the officer so agree, have one day added to his period of annual leave.



- (v) Subclauses (i) and (ii) of this clause shall not apply to part-time officer of this award but each such officer who is required to work on a public holiday as defined in subclause (iii) of this clause shall be paid at the rate of double time and one-half but such officer shall not be entitled to be paid in addition the loading of 15 per cent prescribed in subclause (i) of clause 8 - Part-Time Officers, of this award.
- (vi) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Public Holidays" of that award shall apply.
- (vii) In addition to those public holidays specified in subclause (iii), employees are entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and each individual hospital and shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where in each year a day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays specified in the said subclause are proclaimed and observed as half public holidays.

Provided further that in areas where in each year only one half day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this award, the whole day will be regarded as a public holiday and no additional public holiday, which otherwise would, as a result of this subclause apply, will be observed.

### **13. Annual Leave**

- (i) All officers: See *Annual Holidays Act 1944*.
- (ii) Annual leave on full pay shall be granted on completion of each twelve months service in a hospital as follows:
  - (a) Principal Hospital Scientists - 5 weeks.
  - (b) All other officers - 4 weeks.
- (iii)
  - (a) This subclause does not apply to part-time officers.
  - (b) Officers who are rostered to work their ordinary hours on Sundays and/or public holidays during the qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
    - (1) If 35 ordinary shifts on such days have been worked - one week.
    - (2) If less than 35 ordinary shifts on such days have been worked and the officers work 38 hours per week - proportionately calculated on the basis of 38 hours leave for 35 such shifts worked.
    - (3) If less than 35 ordinary shifts on such days have been worked and the officers work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked.

The calculations referred to above shall be made to the nearest one fifth of the ordinary hours worked, half or more than half of one fifth being regarded as one fifth and less than half being disregarded.

Provided that an officer, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing

by the officer at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (c) Provided further that on termination of employment, officers shall be entitled to payment for any untaken leave due under this subclause together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (iv) The annual leave shall be given by the hospital and shall be taken by the officer before the expiration of a period of six months after the date upon which the right to such holidays accrues; provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent of the officer, be postponed for a period not exceeding 18 months.
- (v) The employer shall give to each officer three months notice where practicable and not less than one month's notice of the date upon which the officer shall enter upon annual leave.
- (vi) An officer who is normally employed to work shifts shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the officer would have worked if he/she had not been on annual leave, provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of Clause 12, Public Holidays, of this award.
- (vii) Credit of time towards an allocated day off duty shall not accrue when an officer is absent on ordinary annual leave in accordance with subclause (i) of this clause. Officers entitled to allocated days off duty in accordance with Clause 4, Hours, of this award shall accrue credit towards an allocated day off duty in respect of each day those officers are absent on additional annual leave in accordance with subclause (ii) of Clause 12, Public Holidays, of this award.
- (viii) Officers shall be entitled to an annual leave loading of 17.5 per centum, or shift penalties as set out in subclause (vi) of this clause, whichever is the greater.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Corporation.

#### **14. Long Service Leave**

- (i)
  - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.  
  
Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.
  - (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

- (ii) For the purposes of subclause (i) of this clause:
- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act 1961*.
  - (b) Broken periods of service in one or more hospitals shall count as service subject to the following:  
  
where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to 1st January 1973, any service of the office before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to him/her in respect of his/her service after he/she was so re-employed.
  - (c) Service shall not include -
    - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
    - (2) any period of part-time service, except permanent part-time service, as provided for in subclause (ix).
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
  - (b) on half pay; or
  - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
  - (b) a period of leave on half pay - half the number of days so taken; or
  - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years service and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow,

widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 8, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or HAC Determination.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:
  - (a) An employee who -
    - (1) has had service in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
    - (2) Is employed in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
  - (b) An employee employed -
    - (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;
    - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

### 15. Sick Leave

- (i) Full-time officers - a full-time officer shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service, less any sick leave on full pay already taken subject to the following conditions.
- (a) All periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the hospital, provided such approval shall not be unreasonably withheld; provided however, that the employer may dispense with the requirement of the medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as to not warrant such requirements.
  - (b) The employer shall not change the rostered hours of work of an officer fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the officer is on sick leave.
  - (c) An officer shall not be entitled to sick leave until after three months continuous service.
  - (d) Service for the purpose of this clause, shall mean service in a public hospital and shall be deemed to have commenced on the date of engagement by a public hospital in respect of any period of employment with that hospital current at the date of the commencement of this award in respect of officers then so employed and in respect of others it shall be deemed to commence on the first day of engagement by a public hospital after the commencement of this award.
  - (e) Officers who are employed by a hospital at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such a date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
  - (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under sub-clause (ii) (a) of Clause 14, Long Service Leave, of this award, excepting that all periods of service in any hospital (providing such service is not less than three months actual service) shall be counted.
  - (g) Each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration for the absence.

Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.

- (ii) Part-time officers - A part-time officer shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of the employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time officers.
- (iii) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay, or worker's compensation; provided, however, that where an officer is not in receipt of accident pay, an employer shall pay to an officer, who has sick leave entitlements under this clause, the difference between the amount received, as worker's compensation and full pay. The officer's sick leave entitlement under this clause shall for each week during which such difference is

paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (iv) For the purpose of determining a full-time officer's sick leave credit as at the 1st July, 1984, sick leave entitlement shall be proportioned on the basis of 76/80.

#### **16. Payment and Particulars of Salary**

- (i) Salaries shall be paid weekly or fortnightly provided that for the purpose of adjustments of salaries related to alterations in the basic wage, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Officers shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the officer except where agreement as to another method of payment has been reached between the Union and the Corporation due to the isolation of the employing hospital. Salaries shall be deposited by hospitals in sufficient time to ensure that salaries are available for withdrawal by officers no later than pay day provided that this requirement shall not apply where officers nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the hospitals making their deposits with such financial institutions but in such cases hospitals shall take all reasonable steps to ensure that the salaries of such officers are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, officers who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their days off.

- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, any officer who was given or who has been given notice of termination of employment in accordance with clause 17, Termination of Employment, of this award, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an officer is dismissed or his or her services are terminated without notice in accordance with clause 17, Termination of Employment, of this award, any moneys due to him or her shall be paid as soon as possible after such dismissal or termination, but in any case, not more than three days thereafter.
- (iv) On each pay day an officer, in respect of the payment then due, shall be furnished with a statement in writing containing the following particulars, namely: name, the amount of ordinary salary, the total hours of overtime worked, if any, other monies paid, and the purpose for which they are paid and the amount of deductions made from the total earnings and the nature thereof.
- (v) Where the retrospective adjustments of wages are paid to officers, such payments where practical shall be paid as a separate payment to ordinary wages and shall be paid in a separate pay envelope. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.

#### **17. Termination of Employment**

- (i) During the first three months of employment in any hospital, employment shall be from week to week. After three months continuous service, employment may be terminated only by twenty eight days notice given either by the hospital or the officer at any time during the week or by payment or forfeiture of twenty eight days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an officer for misconduct or neglect of duty.
- (ii) Officers with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.
- (iii) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Termination of Employment", subclause (i), of that award, shall apply.

### 18. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident officers.
- (ii) In all hospitals erected after 1st January, 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident officers and where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following extract from the Factories, Shops and Industries Act outlines the minimum standards which the Corporation seeks to achieve in all hospitals:

#### Sanitary conveniences -

- (a) Seats - in the proportion of 1 seat to every 15 officers or fraction of 15 officers of each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities must be located conveniently to work places, they must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

#### Washing and Bathing Facilities

- (a) Washing provision by way of basins of suitable impervious material with taps set at 600mm centres with hot and cold water supplied, in proportion of one hot tap and one cold tap for each fifteen employees or part of 15 employees of each sex. Space in front of the wash points shall not be less than 900mm.
- (b) Showers spaced at not less than 900mm and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every twenty persons or part of twenty persons of each sex ceasing work at any one time.

Washing and bathing facilities must be adequately lighted and ventilated; floors, walls and ceilings finished with a smooth-faced surface resistant to moisture.

These facilities should be incorporated in, or communicated direct with the change room and should not be contained within any closet block.

#### Change Rooms and Lockers

- (a) Properly constructed and ventilated change rooms equipped with a vented steel locker, at least 300mm wide by 450mm deep and 1800mm high for each officer.
- (b) Floor area not less than 0.56 sq. m. per officer to be accommodated.
- (c) Space between lockers - set up facing one another and not less than 1.5 metres. Traffic ways not less than one metre wide.
- (d) Sufficient seating not less than 260mm wide by 380mm high should be provided.
- (e) Lockers should be set up with at least 150mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys provided.

#### Dining Room

- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally floor area should not be less than 1.0 sq. m. per officer using the meal room at any one time.

- (b) Tables not more than 1.8 m. long, spaced 1.2 m. apart, allowing 0.6 m. of table space per person.
- (c) Chairs or other seating with back rests. Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.

#### Rest Room

A well constructed and adequately lighted and ventilated room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

- (iv) The above standards shall be the minimum to be included in working drawings approved after 1st December 1976, for new hospitals.
- (v) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

### 19. Inspection of Lockers of Officers

Lockers may be opened for inspection in the presence of the officer but in cases where the officer neglects or refuses to be present or in any circumstances where notice to the officer is impracticable such inspection may be carried out in the absence of the officer by an employee of the hospital appointed by the Chief Executive Officer, and if practicable, a Union Branch Officer, otherwise by any two employees of the hospital so appointed.

### 20. Uniform and Laundry Allowance

- (i) Subject to clause (iii) of this clause, sufficient suitable and serviceable uniforms shall be supplied free of cost to each officer required to wear a uniform provided that an officer to whom a new uniform or part of a uniform has been supplied by the employer who, without good reason, fails to return the corresponding article last supplied to him or her, shall not be entitled to have such article replaced without payment thereof at a reasonable price.
- (ii) An officer, on leaving the service of an employer shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an officer, an employer shall pay to such officer an amount per week as set in Item 3 of Table 1, Allowances.
- (iv) If at any hospital the uniform of the officer is not laundered at the expense of the hospital, an allowance per week as set in Item 3 of the said Table 1, shall be paid to such officer.
- (v) Each officer whose duties require him/her to work in a hazardous situation shall be supplied with the appropriate protective clothing and equipment.
- (vi) The allowances referred to in subclauses (iii) and (iv) are payable to part-time officers on the basis of one fifth of the full weekly allowance for each shift worked in the week.

### 21. Climatic and Isolation Allowance

- (i) Officers employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause but not including places as specified in subclause (ii) of this clause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing Tocumwal and thence to the following towns



in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell, and Bonshaw.

- (ii) Officers employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River at Swan Hill (Victoria) and thence to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed in this clause shall be regarded as part of the salary for the purpose of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) A part-time officer shall be entitled to the allowances prescribed in this clause in the same proportion as average hours worked each week bears to 38 ordinary hours.

## **22. Notice Boards**

The hospital shall permit notice boards of reasonable dimensions to be erected in a prominent position upon which the representative of the Union shall be permitted to post Union Notices.

## **23. Union Representatives**

An officer appointed as Union representative for any hospital shall upon notification thereof in writing by the Union to the hospital secretary, be recognised as an accredited representative of the Union and shall be allowed the necessary time during working hours to interview the employer or other hospital executives on matters affecting officers and shall be allowed suitable facilities to collect the Union's dues.

## **24. Exemptions**

This award shall not apply to members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be in the third schedule to the *Health Services Act 1997*.

## **25. Blood Counts**

Every officer who works in close proximity to diagnostic and/or therapeutic X-Ray equipment or any other form of radio-active equipment or substance shall have a blood count carried out free of charge, by the hospital at least once in every period of three months including any such period of work.

## **26. Settlement of Disputes**

- (i) Where a dispute arises in a particular section which cannot be resolved between the officers or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Area Health Service or establishment or his/her nominee, who will arrange to have the matter discussed with the officers concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the, Health Administration Corporation and the Head office of the Union. The dispute will be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to the committee consisting of not more than six (6) members, with equal representatives of the Union and the Corporation. Such committee shall

have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Area Health Service and the Union respectively with such recommendation as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.

- (vi) This clause shall not interfere with the rights of either to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

### **27. Anti-Discrimination**

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

#### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:.

### **28. Travelling Allowance**

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance based on the casual user rates prescribed by the Regulation of the Authority, from time to time, for the difference between the distance to his/her normal place of employment and distance to the seconding hospital.

- (ii) An officer who with the approval of the chief executive officer, uses on official business a motor vehicle primarily for other than official business, shall be paid the above mentioned allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the Chief Executive Officer of the Area Health Service, be required to use his/her private vehicle on official business on at least fifty days during any period of twelve months and during that period, aggregate at least 850 kilometres of official running, he shall be paid the official business rate prescribed by the regulation of the Authority, at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business -
  - (a) occurs when an officer is required by the Chief Executive Officer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than normal place of employment he/she shall be paid the difference between the distance to his/her normal place of employment or seconding hospital and that other clinic, annexe or hospital.
  - (b) shall include other arrangements as agreed to between the Corporation and the Union from time to time.
  - (c) does not include "call backs".
- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

### **29. General Conditions**

An officer required to answer emergency phone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.

Provided that, where an officer is required to answer out of hours telephone calls on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.

### **30. Promotions and Appointments**

- (i) Promotion and/or appointment shall be by merit; provided however that no officer with a claim to seniority shall be passed over without having his/her claim considered.
- (ii) In the case of an officer or officers disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee or its chairman or the Industrial Relations Commission of New South Wales for determination of the dispute.

### **31. Board and Lodging**

- (i) Deductions from the rates prescribed in this award to which these conditions apply are authorised as follows where board and/or lodging are supplied:
- (ii) For Board - an amount as set in Item 10 of Table 1 for breakfast and an amount as set in Item 11 of Table 1 for each other meal; provided that the maximum sum that may be deducted in any one week in the case of an officer entitled to full board shall be an amount as set in Item 12 of Table 1. For lodging, an amount per week as set in Item 13 of Table 1 where the officer is provided with a separate bedroom and an amount per week as set in Item 14 of Table 1 where the officer is required to share a bedroom.
- (iii) No deductions shall be made from the salary of an officer for board or lodging when the officer is absent from the hospital on annual sick or long service leave.

### 32. Maternity, Adoption and Parental Leave

#### A. Maternity Leave

##### (i) Eligibility

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

##### (ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

##### (iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

To be eligible for paid adoption leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows: -

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Return for Less than Full Time Hours

As per maternity leave conditions.

(ix) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or



- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary caregiver of the child.

## (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

## (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

## (vii) Right to return to Previous Position

As per maternity leave conditions.

## NOTE:

(a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 8, Part 2, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.

## (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

**33. Redundancy - Managing Displaced Employees**

Employees shall be entitled to the provisions of Health Department Policy Directive 2005-517, as amended from time to time.

**34. Personal/Carer's Leave, Family and Community Services Leave**

Employees shall be granted Personal/Carer's Leave, Family and Community Services Leave in accordance with Health Department Policy Directive 2005-431, as amended from time to time.

**35. Mobility, Excess Fares and Travelling**

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

(i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.

## (ii)

(a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.

(b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.

(c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.

- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the regulation of the Authority.

(iii)

- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given.
- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to Health Administration Corporation, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).

(iv)

- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
- (b) If a reliever incurs fares in excess of \$5 per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Regulation of the Authority less \$5.

This \$5 shall be reviewed annually by the Corporation.

- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

### **36. Labour Flexibility**

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.

- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### **37. Salary Packaging**

1. By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.
2. Where an employee elects to package a portion of salary :
  - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 4 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.
4. The parties agree that the application of the fringe benefits tax exemption cap and the PBI status of NSW Health Services are subject to prevailing Australian taxation laws.
5. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
6. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
7. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
8. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

**38. Reasonable Hours**

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety.
  - (b) The employee's personal circumstances including any family and carer responsibilities.
  - (c) The needs of the workplace or enterprise.
  - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) Any other relevant matter.

**39. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Hospital Scientists (State) Award published 18 January 2002 (Vol. 330 I.G. 837) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

**PART B****Table 1 - Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	7	On call - per 24 hours or any part thereof	8.30	8.60	8.90
2	10	Meal Allowance for overtime (a) Breakfast at or before 6.00 a.m. (b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m. (c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	19.75 19.75 19.75	19.75 19.75 19.75	19.75 19.75 19.75
3	20(iii)(iv)	Uniform and Laundry Allowance - Uniform - Laundry	2.30 2.40	2.30 2.40	2.30 2.40

4	21(i)(ii)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc	3.40 p/week	3.40 p/week	3.40 p/week
		Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc.	6.80 p/week	6.80 p/week	6.80 p/week

R. P. BOLAND *J.*

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(1422)

**SERIAL C4296****HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6403 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Service
3.	Salaries
4.	Adjustment of Salaries
5.	Area, Incidence and Duration

**1. Definitions**

"Corporation" means the Health Administration Corporation of New South Wales.

"Dental Officer" means a person appointed as such by a hospital who holds a dental qualification registrable with the Dental Board of New South Wales.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Officer" means a Dental Officer, as defined herein, occupying a position as specified in clause 3, Salaries, in a hospital as defined above.

"Service", unless the context otherwise indicates or requires, means service before and/or after commencement of this award in any one or more hospitals in New South Wales, including the United Dental Hospital of Sydney, or any other hospital deemed acceptable by the Corporation.

"Specialist" means a person appointed by the hospital who:

- (a) holds a dental qualification registrable in New South Wales;
- (b) after full registration has spent not less than six years in the practice of dentistry whether in New South Wales or elsewhere, deemed by the hospital to be of equivalent standing;
- (c) has spent not less than four years in supervised specialist training and/or experience, and either:
  - (1) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or
  - (2) is deemed by the Corporation to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.

"Union" means the Health Services Union.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

## 2. Conditions of Service

The Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

## 3. Salaries

The minimum salaries contained in the Health Professional and Medical Salaries (State) Award shall apply to:

Dental Officers-Grades 1 to 5;

Dental Specialists;

Director-Dental Services-Westmead and Royal Newcastle; and

Deputy Director-Dental Services-Westmead

## 4. Adjustment of Salaries

(i) Grade 1:

	Salary	Next Increment
(a) Salary prescribed for appointment if less than 2 years post-graduate experience:		
(1) Less than 1 year post- graduate	1st year	Anniversary of appointment
(2) More than 1, less than 2 years post-graduate experience.	2nd year	Next incremental date
(b) Salary prescribed for appointment if 2 years and less than 4 post-graduate experience.	3rd year	Next incremental date
(c) Salary prescribed for appointment with 4 years and less than 5 years post-graduate experience.	4th year	Next incremental date
(d) Salary prescribed for appointment with 5 years or more post-graduate experience	5th year	Next incremental date
(e) Salary prescribed for 1st year of service on completion of 12 months service on the salary prescribed in paragraph (d) of this subclause.	6th year	Next incremental date
(f) Salary prescribed for 2nd year of service on completion of 12 months service on the salary prescribed in subclause (ii) of this subclause.	7th year	See requirements for progression to Grade 2 set out in paragraph (d) of this clause

(ii) Grade 2 - Progression to Dental Officer, Grade 2 will be subject to:

- (a) completion of 12 months service on the maximum of the scale for Grade 1 or such other service deemed by the hospital to be equivalent;
- (b) the officer demonstrating to the satisfaction of the hospital by the work performed and results achieved, that the officer has the aptitude, abilities and qualities of mind to warrant such progression;
- (c) satisfactory conduct and service.

Appointment can also be made direct to this grade in specifically designated positions.

(variations to (i) and (ii) above shall take effect on and from 17 August 1999)



- (iii) Grade 3 - This grade shall apply to positions of officer-in-charge at small Hospital Dental Clinics.

This grade will continue while there are two Dentists and other support staff. If the third dentist is appointed to the clinic the grading of the supervisory position will be determined by the Grading Committee. However, it is not to be inferred that the change in grade will be automatic.

Grade 3 shall not apply to those officers who are presently paid a rate equal to that of a Section Head/Head of Unit or Co-ordinating Head/Head of Department. Such officers shall transfer to the new Grade 4 or 5 as appropriate. However, where such positions become vacant they are not to be filled until the worth of the positions has been assessed by the Corporation.

- (iv) Grade 4 - This grade shall apply to Dental Officers appointed as Section Head/Head of Unit.
- (v) Grade 5 - This will apply to Co-ordinating Heads/Head of Department.

All Grade 2 positions, with the exception of those positions of Specialist in a speciality recognised by the New South Wales Dental Board will be reviewed by the Corporation as to grading. Positions falling vacant are therefore not to be filled until an appropriate grade has been determined by the Corporation.

- (vi) Specialists - Those employees currently occupying positions as specialists who have satisfied the full requirements of the New South Wales Dental Board in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality. Their normal incremental progression date as a specialist will be retained.

Approval must be sought from the Corporation for the establishment of positions of Specialist for "specialities" not recognised by the New South Wales Dental Board. Employees who have not satisfied the full requirements of the New South Wales Dental Board in a recognised speciality must be referred to the Corporation's Credentials Committee before being appointed and paid as specialists

Continued payment as a specialist will be on the basis of a dentist remaining employed in the Specialist area concerned.

Section Heads or Co-ordinating Heads of Departments who possess specialist qualifications recognised by the New South Wales Dental Board and who are utilising such qualifications in the course of their employment can be appointed to the Specialist scale in accordance with their years of experience in that speciality.

This should not apply to Section Heads/Heads of Units or Co-ordinating Heads/Department Heads who do not possess qualifications recognised by the New South Wales Dental Board.

#### **5. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Health Employees Dental Officers (State) Award published 7 December 2001 (330 I.G. 40) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

(589)

**SERIAL C4283**

## **SCIENTIFIC OFFICERS (PUBLIC HOSPITAL DIETITIANS) STATE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6425 of 2005)

Before The Honourable Justice Boland

16 December 2005

### **AWARD**

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Grading of Officers
4.	Grading Committee
5.	Anti-Discrimination
6.	Conditions of Service
7.	Labour Flexibility
8.	Area, Incidence and Duration

#### **1. Definitions**

"Dietitian" means a person employed in the industry of dietetics in the New South Wales Health Service who has qualifications acceptable to the New South Wales Institute of Dietitians as an associate or who holds the diploma in Nutrition and Dietetics of the University of Sydney, or who has qualifications deemed by the Health Administration Corporation to be the equivalent thereof.

"Industry of dietetics" means the industry of persons engaged in New South Wales in the profession of dietetics in public hospitals.

"Officer" means a dietitian employed in the New South Wales Health Service as defined under section 16 of the *Health Services Act 1997*.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Institute" means the New South Wales Institute of Dietitians.

"Union" means the Health Services Union.

"Service", unless the context otherwise indicates or requires means service before and/or after commencement of this award in any one or more hospitals or Area Health Services in New South Wales or any other hospital deemed acceptable by the Health Administration Corporation.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

#### **2. Salaries**

For current salaries refer Health Professional and Medical (State) Award

### 3. Grading of Officers

- (i) Within the General Scale, officers employed by the Health Service shall, at all times, be classified not lower than the year of scale corresponding to the minimum prescribed hereunder for their respective qualifications advanced by:
  - (a) one year of scale for each completed year of service in terms of this award in the New South Wales Health Service; and
  - (b) one further year of scale for each completed year of service in nutrition/dietetics, otherwise than as above, subject to the approval of the Health Administration Corporation.
- (ii) Officers qualified as shown hereunder, shall not be classified below the respective year of scale in this grade, as follows with advancement as provided for in subclause (i) of this clause.
  - (1) Bachelors Degree (3-year course) with post-graduate diploma with no experience - 1st year.
  - (2) Bachelors Degree with Honours (4-year course) with post-graduate diploma with no experience - 2nd year.
  - (3) Masters Degree with post-graduate diploma with no experience -3rd year.
  - (4) Degree of Doctor of Philosophy with post-graduate diploma and no experience - 4th year.

Provided that such higher qualification has been obtained in subjects relevant to nutrition and dietetics practice.

### 4. Grading Committee

A committee consisting of two representatives of the Health Administration Corporation and two representatives of the Union shall be constituted to consider and recommend to the Health Administration Corporation upon application by the Union or the Health Service -

- (i) The grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and
- (ii) The date of the effect of the grading recommended.

Provided that -

- (i) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the Committee;
- (ii) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

### 5. Anti-Discrimination

- (i) It is 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.
- (ii) 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.

- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

#### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:

### 6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

### 7. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the time limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### 8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Scientific Officers Public Hospital Dietitians (State) Award published 18 January 2002 (330 I.G. 833) and all variations thereof.

- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND *J.*

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(566)

SERIAL C4276

## PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6418 of 2005)

Before The Honourable Justice Boland

16 December 2005

### AWARD

#### Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Grading Committee
3.	Salaries
4.	On Call
5.	Exemptions
6.	Anti-Discrimination
7.	Conditions of Service
8.	Labour Flexibility
9.	Area, Incidence and Duration

#### 1. Definitions

- (i) "Biomedical Engineer" means a person appointed as such having qualifications acceptable to the Institution of Biomedical Engineers as an Associate, or such other qualifications deemed by the Health Administration Corporation to be appropriate.
- (ii) "Director/Deputy Director" means an officer appointed as Head of a Department or as Second-in-Charge of a Department provided that such position is approved by the Health Administration Corporation and such officer having qualifications acceptable to the Institution of Biomedical Engineers to be a member of such institution, or such other qualifications deemed appropriate by the Health Administration Corporation.
- (iii) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.
- (iv) "Union" means the Health Services Union.
- (v) "Service" means service before and/or after commencement of this award as a biomedical engineer in any one or more hospitals in New South Wales or any other hospital deemed acceptable by the Health Administration Corporation.

#### 2. Grading Committee

A committee consisting of up to three representatives of the Health Administration Corporation and up to three representatives of the Union shall be constituted to consider and recommend to the Commission upon application by the Union or a hospital:

- (i) the grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and

- (ii) the date of the effect of the grading recommended:

Provided that:

- (i) an officer shall, whilst the grading of his/her position is under consideration, be ineligible to be a member of the Committee;
- (ii) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

### **3. Salaries**

For current salaries refer Health Professional and Medical (State) Award

### **4. On Call**

- (i) An "on-call period" is a period during which an officer is required by the hospital where he or she is employed to be on call.
- (ii) For the purposes of calculation of payment of on-call allowance and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period, an allowance which shall be at the option of the employer, either \$32.60 per on-call period or \$6.52 per week.

### **5. Exemptions**

This award shall not apply to members, novices or aspirants of religious orders in the hospitals the names of which are or shall hereafter be included in the Third Schedule to the *Health Services Act 1997*, of New South Wales.

### **6. Anti-Discrimination**

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:

### 7. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

### 8. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### 9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Professional Engineers (Biomedical Engineers) (State) Award published 18 January 2002 (330 I.G. 890) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.



(1321)

**SERIAL C4278**

**PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 6420 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
4.	Conditions of Service
1.	Definitions
5.	Dispute Resolution
3.	No Extra Claims
2.	Salaries

PART B - MONETARY RATES

Table 1 - Salaries

**PART A**

**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

"Corporation" means the Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, health service or hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Residential Services Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals, area health services or district health services, and which are located either in the general community or in the grounds of hospitals excepting any "off-campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

"Union" means the Health Services Union.

## 2. Salaries

Salaries for Residential Services Assistants shall be as set out in Table 1-Salaries, of Part B, Monetary Rates.

## 3. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

## 4. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

## 5. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award shall apply.

## 6. Anti-Discrimination

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:.

### 7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Residential Services (State) Award published 6 November 1998 (307 IG 70) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Residential Services Assistant			
1st year of service	693.70	721.40	750.30
2nd year of service	707.60	735.90	765.30
3rd year of service	721.30	750.20	780.20
4th year of service	738.30	767.80	798.50
5th year of service	751.70	781.80	813.10

R. P. BOLAND J.

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(557)

**SERIAL C4279****PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Service Union, industrial organisation of employees.

(No. IRC 6421 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD**

Clause No.	Subject Matter
1.	Definitions
2.	Salary and Grading Structure
3.	Grading Committee
4.	Labour Flexibility
5.	Anti-Discrimination
6.	Conditions of Service
7.	Area, Incidence and Duration

**1. Definitions**

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the New South Wales Association of Medical Record Librarians or such other qualifications deemed to be equivalent by the Health Administration Corporation.

"Officer" means a medical record librarian employed by a public hospital.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union.

**2. Salary and Grading Structure**

For current salaries refer Health Professional and Medical Salaries (State) Award

Medical Records Administrator / Medical Records Manager

Grade 1	All other hospitals including, Western Suburbs, Balmain, Grafton, St.Margarets, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury, Bathurst, Canterbury, Coffs Harbour, Dubbo, Fairfield, Griffith, Manning, Port Kembla, Shellharbour.
Grade 3	Auburn, Campbelltown, Camden, Lismore, Wagga.
Grade 4	Mt. Druitt, Manly, Bankstown, Ryde, Mona Vale, Nepean, Blacktown, Sydney, Royal Women, Sutherland.
Grade 5	Hornsby, Liverpool, St. George, Wollongong, Gosford, Newcastle, Royal Alexandra Childrens Hospital and Country Regions.

Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

### 3. Grading Committee

- (i) A committee consisting of up to three representatives of the Health Administration Corporation and up to three representatives of the Union shall be constituted to consider and recommend to the Commission (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and (b) the date of effect of the grading recommended. Provided that:
- (a) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
  - (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
  - (c) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the Health Administration Corporation approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

Except as otherwise provided, the matters to be referred to the committee shall be:

- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
  - (b) the grading of any new position;
  - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
  - (d) such other cases as the Health Administration Corporation may approve.
- (iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
- (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the Health Administration Corporation, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the Commission in connection with their representations.
- (vi) The report of the committee shall be signed by at least one representative of the Health Administration Corporation and of the Union.

- (vii) Nothing in this clause shall affect the right of the Health Services Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employee under this award.

#### 4. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training, consistent with the employee's classification, grouping and/or career stream, provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

#### 5. Anti-Discrimination

- (i) *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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

#### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:."

## 6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

## 7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Records Librarians (State) Award published 18 January 2002 (330 I.G. 933) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

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(1320)

**SERIAL C4268**

**ROYAL REHABILITATION SERVICE - WEEMALA UNIT  
RESIDENTIAL CARE STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6408 of 2005)

Before The Honourable Justice Boland

16 December 2005

**AWARD**

**PART A**

**Arrangement**

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
3.	Conditions of Service
1.	Definitions
5.	Dispute Resolution
4.	No Extra Claims
2.	Salaries

**PART B**

**MONETARY RATES**

Table 1 - Salaries

**PART A**

**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

"Corporation" means the Health Administration Corporation of New South Wales

"Employer" means the Health Administration Corporation of New South Wales.

"Health Service" means the Northern Sydney Area Health Service established pursuant to the provisions of the *Health Services Act 1997*.

"Residential Care Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of services to clients in residential "off campus" or "satellite" group homes generated from the Weemala Unit conducted by or on behalf of the Royal Rehabilitation Service.

"Residential Care Worker" means a person appointed as such and who is employed in the delivery of services to clients in residential "off campus" or "satellite" group homes generated from the Weemala Unit, Royal Rehabilitation Service and who possesses tertiary qualifications acceptable to the Health Administration Corporation. Acceptable qualifications currently include, but are not necessarily limited to:



- (a) Registration as a Mental Retardation, Psychiatric or General Nurse;
- (b) a Degree, Diploma or Associate Diploma from a University or TAFE College in a health-related discipline.

"Team Leader" means a person appointed as such who is employed to ensure the delivery of services as determined by the Disability Services Standards to clients in residential "off campus" or "satellite" group homes from the Weemala Unit conducted by or on behalf of the Royal rehabilitation Centre, Sydney. This position supervises and directs Residential Care Assistants, Residential Care Workers, and other staff who are employed in the delivery of such services.

"Union" means the Health Services Union.

## 2. Salaries

Salaries for Residential Care Staff shall be as set out in Table 1-Salaries, of Part B, Monetary Rates.

## 3. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

## 4. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

## 5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

## 6. Anti-Discrimination

- (i) It is 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.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977*, 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.
- (iv) 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*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) 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.

## NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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:."

### 7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Royal Rehabilitation Service, Weemala Unit, Residential Care Staff (State) Award published 6 November 1998 (Vol. 307 IG 26) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with "off campus" or "satellite" group homes generated from the Royal Rehabilitation Service-Weemala Unit.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
<b>Residential Care Worker</b>			
1st year of service	751.70	781.80	813.10
2nd year of service	773.20	804.10	836.30
3rd year of service	798.40	830.30	863.50
4th year of service	842.10	875.80	910.80
5th year of service	885.40	920.80	957.60
6th year of service	931.90	969.20	1,008.00
7th year of service	978.10	1,017.20	1,057.90
8th year of service	1,024.20	1,065.20	1,107.80
9th year of service	1,077.10	1,120.20	1,165.00
10th year of service	1,121.20	1,166.00	1,212.60
<b>Residential Services Assistant</b>			
1st year of service	693.70	721.40	750.30
2nd year of service	707.60	735.90	765.30
3rd year of service	721.30	750.20	780.20
4th year of service	738.30	767.80	798.50
5th year of service	751.70	781.80	813.10

Team Leader			
1st year of service	1,071.00	1,113.80	1,158.40
2nd year of service	1,124.10	1,169.10	1,215.90
3rd year of service	1,168.10	1,214.80	1,263.40

R. P. BOLAND *J.*

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(1508)

**SERIAL C4308****ENDEAVOR MINE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4369 of 2003)

Before Mr Deputy President Grayson

18 June 2004

**AWARD****1. Title**

This Award shall be known as the Endeavor Mine Award 2004.

**2. Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Application and Parties Bound
4.	Duration
5.	Probationary Employment
6.	Performance and Flexibility
7.	Stand Down
8.	Abandonment of Employment
9.	Termination of Employment
10.	Hours of Work
11.	Classification and Wage Rates
12.	Additional Hours
13.	Casual Employment
14.	Payment of Wages
15.	Superannuation
16.	Public Holidays
17.	Annual Leave
18.	Sick Leave
19.	Bereavement Leave
20.	Jury Service Leave
21.	Long Service Leave
22.	Parental Leave
23.	Safe to Work
24.	Work Clothing and Footwear
25.	Site Security
26.	Health and Hygiene
27.	Workers Compensation
28.	Redundancy
29.	Anti-Discrimination
30.	Union Membership
31.	Extra Claims
32.	Grievance Resolution Procedure

### 3. Application and Parties Bound

- (a) This Award shall apply to and be binding upon any employer of employees who are principally working at the Endeavor Mine in classifications covered by this Award.  
  
and:
- (b) The Australian Workers Union, New South Wales Branch, and employees eligible to be members of the Union who are principally working at the Endeavor Mine.
- (c) This Award rescinds and replaces the Elura Mine Enterprise (Consent) Award 2001 published 30 May 2003 (339 I.G. 718).

### 4. Duration

- (a) This Award shall take effect from the first full pay period on or after 1 July 2004 and shall remain in force for a period of 2 years.
- (b) Negotiations for the subsequent renewal of this Award shall commence six months prior to the expiration of this Award.

### 5. Probationary Employment

- (a) Employees will initially be engaged by their employer on a probationary basis for a period of no longer than 12 weeks. The probationary period will permit employees to be inducted, undergo initial training and familiarisation and for the employer to assess employees suitability for on-going employment.
- (b) During this probationary period either party may terminate employment by giving one day's notice.
- (c) During the probationary period an employee's service will count for the purposes of accruing entitlements and benefits under this Award.

### 6. Performance and Flexibility

- (a) The expectation that an employer has of all employees is that they will:  
  
strive to meet the production schedules and quality targets of the employer;  
  
actively co-operate to establish and maintain a safe and healthy work environment;  
  
suggest improvements and apply efficient work practices to constantly achieve high quality performance;  
  
actively participate to create an effective, highly productive and successful team;  
  
maintain and promote an open and communicative work environment.
- (b) Employees will be required to work to the best of their ability and will perform such work as reasonably required by the employer within the bounds of safety, training and competence.
- (c) The employer will require employees to be flexible with respect to work practices and work patterns including:
  - (i) acquiring and applying knowledge and skills to operate and/or maintain the plant, equipment and undertake work tasks proficiently;
  - (ii) undertaking work and duties as directed by the employer and consistent with (i) above;
  - (iii) working in a shift roster system as determined appropriate for the operation;

- (d) Employees will comply with any Endeavor Mine or employer policies and procedures which are established from time to time to ensure that safe, efficient and cost-effective operations are achieved. These policies include OH&S, environmental management, security, personnel and general administration.

### 7. Stand Down

In circumstances where the employer is required to temporarily cease part or all of the operations the employer has the right to stand employees down without payment. Such stand-down will only occur after employees have been made fully aware of the employer's situation and there is no appropriate alternative work available for employees.

### 8. Abandonment of Employment

In the event that an employee is absent for more than three consecutive working days without notifying the employer, the employer will assume that the employee has abandoned employment and terminate employment effective from the last day of work attended.

### 9. Termination of Employment

- (a) Employment may be terminated by either the employer or the employee giving notice in accordance with the following scale:

Employees Period of Continuous Service with Employer	Period of Notice	
	45 years of age and under	Over 45 years of age
Not more than 1 year	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- (b) The employer may make payment in lieu of providing notice and an employee may forfeit the value of wages the employee would have otherwise earned if the employee fails to work the full period of notice.
- (c) Notwithstanding the period of notice detailed above, the employer will have the right to dismiss an employee without notice for conduct that justifies summary dismissal and in such cases wages will be paid up to the time of dismissal only.

### 10. Hours of Work

- (a)
- (i) Employees will be required to work in a roster system that is established by the employer to meet the production and maintenance requirements of the Endeavor Mine. Such roster systems shall be in accordance with the NSW Mines Inspection Act or as approved by the Chief Inspector of Mines.
- (ii) No later than the 1st October 2004 any employees permanently employed at the Endeavor Mine in underground production and maintenance activities shall be rostered to work 4 on/4 off rosters which average 42 roster hours per week.

- (b) In Relation to Shift Commencement and Shift Finishing Times the Employer Shall Provide Transport to and from Cobar and the Endeavor Mine So as to Provide that:
- (i) employees will be changed and ready to commence work at the designated shift commencement time.
  - (ii) there is a requirement for continuous shift employees to be "on the job" to facilitate an effective shift changeover at least 15 minutes prior to the shift commencement time.
  - (iii) employees will remain on the job until the designated shift finishing time unless otherwise approved by the Supervisor.
  - (iv) employees will shower and change following the completion of the rostered shift.
- (c) In each shift employees will be entitled to meal breaks which will be counted as time worked as follows:
- (i) in a rostered shift that is in excess of 10 hours duration there will be a 50 minute crib break. The Supervisor and the employees may agree that the crib break be taken in two separate breaks which total 50 minutes provided there is not any additional lost production time.
  - (ii) in a rostered shift of 10 hours or less duration there will be a 30 minute break.
  - (iii) the crib breaks in each shift will be taken in designated crib rooms and taken at such time as will not interfere with continuity of work and will be staggered within a crew to enable continuity of work or production.
- (d) employees may be required to transfer from one roster system to another or from one shift to another and in such cases employees shall be given as much notice as practicable of such transfer or change.
- (e) employees may swap shifts subject to the prior approval of the employees' supervisors.

### 11. Classification and Wage Rates

- (a) The hourly wage rates that will be paid to an employee under this Award are as follows:

	Base Rate	Roster Rate
Tradesman		
Surface	16.50	27.65
Underground	16.50	29.65
Concentrator		
Shift Operator Grade 3	12.50	22.65
Shift Operator Grade 2	14.10	25.65
Shift Operator Grade 1	15.20	27.65
Daycrew	12.50	18.25
Mine Production		
Nipper	14.10	23.65
Mine Services	14.70	24.65
Crusher	14.70	24.65
Truck Driver	15.50	25.65
Production Bogger	15.50	25.65
Grader Operator	15.50	25.65
Road Train	15.50	25.65
Mining/Ground Support	16.00	28.15
Production Driller	16.00	28.15
Jumbo Driller	16.50	30.65

- (b) At the time of being offered employment employees will be provided with details of their classification, Base Rate and Roster Rate. These rates may be above the wage rates provided in (a) above in recognition of an individual employee's skills and experience.
- (c) The Roster Rate will be paid for all rostered hours worked. The Roster Rate is all inclusive and has been established taking into account the following:
- the "ordinary hours of work" are deemed to be 38 hours per week.
- all and any disabilities associated with the work environment.
- the duration of rostered shifts.
- recognition that rostered shifts may fall on dayshift or nightshifts, weekends or public holidays.
- (d) An employee rostered to work only on a dayshift, Monday to Friday, roster will be paid a Roster Rate of 80% of the Roster Rate provided by (a) above.
- (e) The Base Rates and Roster Rates provided in (a) above shall be increased in line with any State Wage Case Decision of the NSW Industrial Relations Commission.
- Any increase shall apply from the commencement of the pay period immediately following the decision.
- (f) Employees engaged in production bogging, mining/ground support, production drilling or jumbo mining may be paid a productivity payment in addition to the Roster Rate.
- Such additional payments may be determined by the employer on the basis of measurable productivity and performance.
- (g) An employee engaged on duties at a higher Roster Rate than their normal classification shall be paid the higher Roster Rate for time spent on such duties.
- Should an employee be required to undertake work at a lower rate than their normal classification they shall remain on their normal classification Roster Rate whilst undertaking such work.

## 12. Additional Hours

- (a) Employees who work additional hours to their rostered hours shall be paid at double time the Base Rate (in lieu of the Roster Rate) for all such additional hours worked.
- (b) In the event that an employee is required to work hours in excess of the rostered working hours, the Supervisor and employee shall ensure that a rest period of 10 hours is taken between work on successive days to avoid tiredness or fatigue. In the event that such rest period overlaps with normal rostered hours employees shall be paid for the rostered hours not worked.
- (c) An employee who is recalled to work between shifts on successive days or on a rostered day off shall be paid at the rate provided for in Clause 12 (a) above. Time taken to travel to and from site shall be counted as time worked. The minimum payment shall be four hours.
- (d)
- (i) Subject to (ii) below, an employer may require an employee to work reasonable hours in addition to their rostered hours at rates as provided for by this award.
- (ii) An employee may refuse to work such additional hours in circumstances where the working of such hours would result in the employee working hours which are unreasonable.



- (iii) For the purposes of (ii) what is unreasonable or otherwise will be determined having regard to:
- any risk to employee health and safety;
  - the employee's personal circumstances including any family and carer responsibilities;
  - the needs of the workplace or enterprise;
  - the notice (if any) given by the employer of the requirement to work additional hours and by the employee of his or her intention to refuse it; and
  - any other relevant matter.

### 13. Casual Employment

- (a) An employer may engage employees on a casual basis to fill temporary shortages of labour or to meet additional work requirements.
- (b) A casual employee shall be paid on an hourly basis at the Roster Rate in subclause 11(a) of this award plus \$2.
- (c) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of three months shall thereafter have the right to elect to have his or her contract of employment converted to permanent full-time employment.
- (d) the employer of such a casual employee shall give the employee notice in writing of the provisions of subclause (c) 4 weeks prior to the employee having attained such period of three months. However, the employee retains his or her right of election under subclause (c) if the employer fails to comply with this notice requirement.

### 14. Payment of Wages

- (a) Wages will be paid on a fortnightly or twice-monthly basis into a bank account which employees nominate, with pays being deposited into bank accounts within 3 working days of the pay period ending.
- (b) Upon termination of employment, wages owing to employees will be paid direct into a bank account on the day of termination or, at the latest, within 2 working days of termination.

### 15. Superannuation

The employer will contribute to an approved superannuation fund nominated by the Company 9% of the employees ordinary time earnings each fortnight.

"Ordinary time earnings" shall be deemed to be the employees Roster Rate multiplied by hours worked up to 76 hours per fortnight.

### 16. Public Holidays

- (a) The following days shall be public holidays under this Award.

New Years Day	Queens Birthday
Australia Day	Labour Day
ANZAC Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Endeavor Mine Picnic Day

together with any additional public holidays gazetted for the whole of New South Wales.

- (b) Should an employee be a shift worker the employee shall be required to work normally on such public holidays as rostered for work.
- (c) Should an employee be a day worker they shall generally not be required to work on such public holidays and shall be paid at their Base Rate for normal rostered hours not worked.
- (d) In the event that a shift worker or a dayworker is required to work on a public holiday the employee shall be paid the Base Rate plus Roster Rate for all hours worked.
- (e) A shift worker who is rostered off on a public holiday shall receive no additional payment.
- (f) The Endeavor Mine Picnic Day will be held on a date to be determined by the majority of employees covered by this Award.

### **17. Annual Leave**

- (a) Employees are entitled to the following annual leave entitlement for each completed year of service:

Continuous Shift Workers	5 weeks
Dayworkers	4 weeks

To calculate the actual annual leave entitlement in hours the entitlement is multiplied by the average number of hours the employee is rostered to work each week.

- (b) Employees shall accrue leave according to whether they are working as a shift worker or a day worker.
- (c) Employees may apply for and take annual leave at any time, provided:
  - (i) the leave is taken at a time convenient and approved by the employer taking into account labour requirements of the operation;
  - (ii) the amount of leave taken does not exceed the employees accrued pro-rata entitlement;
  - (iii) the period of annual leave is exclusive of public holidays for day workers;
- (d) Rostered hours taken as annual leave shall be paid at the employees Roster Rate or Base Rate plus 17 1/2 % annual leave loading whichever is the higher.
- (e) On termination employees will be entitled to any accrued untaken leave entitlement.

### **18. Sick Leave**

- (a) Employees will be entitled to a maximum of 80 hours paid leave per year for absences due to personal illness or injury. Such leave shall accrue at the rate of 1.5343 hours per week of service and the amount of paid leave taken at any time shall not exceed the employees accrued pro-rata entitlement.
- (b) Sick leave shall be paid at the employees Base Rate for rostered hours only.
- (c) Payment for sick leave is conditional upon employees:
  - (i) informing the employer, wherever practicable, prior to the commencement of such absence of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
  - (ii) providing to the employer a Doctor's Certificate if required as outlined in (d) below.
- (d) Employees are required to provide a Doctor's Certificate for any absence due to illness where the absence:
  - (i) occurs during the probationary period of service;

- (ii) is of two or more consecutive days duration;
  - (iii) after an employee has exhausted their entitlement to paid sick leave;
  - (iv) occurs on a public holiday or on either rostered shift immediately before or after the public holiday;
  - (v) as specifically and reasonably requested by the employer.
- (e) In the event that employees are absent from work other than on an approved leave and do not produce a Doctor's Certificate as required pursuant to this clause, they will be deemed to have been absent from work without authorisation and will not be paid.
- (f) Any part of an employees sick leave entitlement which has not been taken in any year will be accrued and available to be claimed in a subsequent year of continued employment.
- (g)
- (i) an employee may utilise any accumulated sick leave to enable paid leave from work in situations where an employee is required to care for a family member for which the employee is responsible.
  - (ii) under circumstances where an employee is seeking carer's leave under this Clause the employee must apply for leave and shall provide evidence to support the application for leave should it be requested by the Company.
- (h) Any accrued untaken sick leave shall not be paid on termination.

#### **19. Bereavement Leave**

- (a) Employees will, on the death of their spouse, parent, brother, sister, child, step-child, parent-in-law, grandparent, brother-in-law or sister-in-law be entitled to 3 consecutive shifts leave with pay at their Roster Rate. Should an employee be required to travel outside of Australia to attend the funeral the employee will be entitled to 5 consecutive shifts leave at their Roster Rate.
- (b) For the purpose of this clause the word "spouse" will include de facto spouse and the word "parent" will include foster parent and step-parent.

#### **20. Jury Service Leave**

- (a) An employee required to attend for Jury Service during his/her normal rostered hours shall be paid by the company the difference between the amount paid in respect of attendance and the employee's Roster Rate for the period of leave.
- (b) An employee shall notify the Company as soon as possible of the date(s) upon which there is a requirement to attend for Jury Service. Further, the employee shall provide to the Company proof of attendance and the duration and amount received for such attendance.

#### **21. Long Service Leave**

Employees will be entitled to long service leave in accordance with the provisions of the NSW *Long Service Leave (Metalliferous Mining Industry) Act*.

An employee who has completed 5 years continuous service and resigns or is terminated by the employer for other than serious and wilful misconduct shall be paid long service leave on a pro-rata basis on termination.

## 22. Parental Leave

Employees will be entitled to maternity, paternity and adoption leave in accordance with the provisions of the *NSW Industrial Relations Act*

## 23. Safe to Work

Employees shall be required to comply with the Endeavor Mine's and the employer's Alcohol & Other Drugs Policy - which include the requirement to submit to random or reasonable cause alcohol and other drugs testing.

## 24. Work Clothing and Footwear

### (a) Clothing

- (i) full-time employees will be provided with three sets of work clothing and three flannels by the Client on engagement which shall be replaced on the basis of "fair wear and tear". Employees will be required to wear the supplied work clothing whilst at work.
- (ii) Endeavor Mines shall arrange for the laundering of work clothing.

### (b) Safety Footwear

- (i) employees will be provided with appropriate safety footwear which employees will be required to wear whilst at work.
- (ii) safety footwear provided by the employer will be replaced when no longer suitable for protection as a result of "fair wear and tear".

## 25. Site Security

Employees shall be required to comply with Endeavor Mines site security and access procedures which includes the requirement to have lockers, bags and vehicles searched without prior warning.

## 26. Health and Hygiene

As the Endeavor Mine mines and processes lead employees are required to comply with all hygiene requirements which have been established for employees working in such environments. This information will be provided to employees at Induction.

It is a condition of employment that if employees are working in the underground operations, or in and around the Concentrator, employees must shower and change after the conclusion of their shift prior to leaving the site.

## 27. Workers Compensation

The employers will administer workers compensation in accordance with the *NSW Workers Compensation Act 1987* and the *NSW Workplace Injury Management & Workers Compensation Act 1998*.

In relation to any periods of incapacity for which an employee is entitled to be paid workers compensation the payments will be paid at the Roster Rate up to the following maximum hours for each rostered shift absent

Dayworker Mon-Fri	7.60 hours
Shift Worker - 3 panel	8.14 hours
Shift Worker - 4 panel	10.86 hours

## 28. Redundancy

In the event of an employees position becoming redundant an employee shall be entitled to severance payments in accordance with the entitlements provided by the *NSW Metalliferous Mining Industry (State) Award*.

For the purposes of this entitlement a "week's wages" shall be an employees Roster Rate multiplied by 38 hours.

### **29. Anti-Discrimination**

- (a) 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 carer's responsibility.
- (b) 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.
- (c) Under the *Anti-Discrimination Act 1977*, 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.

### **30. Union Membership**

- (a) A full-time employee, or a casual employee with two or more months continuous service, may authorise for the employer to have membership fees of the Australian Workers Union, NSW Branch, deducted from the employee's wages on a fortnightly basis.
- (b) The employer shall be entitled to retain 5% of the fees deducted to cover administration costs.

### **31. No Extra Claims**

The Union and the employees party to this Award undertake they will not pursue any extra claims, award or over award, for the duration of this Award unless an applicable State Test Case decision is made in which case the AWU reserves its rights to apply as appropriate.

### **32. Grievance Resolution Procedure**

- (a) General
  - (i) it is acknowledged problems may arise from time to time and that is necessary to resolve these matters promptly without any stoppages of work, ban or any limitation on the performance of work.
  - (ii) in the event of an employee having any difficulties or concerns the employee should raise the matter with the Supervisor who will make every effort to resolve the matter.
  - (iii) if the matter cannot be resolved by the Supervisor the employee should refer the matter directly to the Company's Site Manager who will discuss and resolve the matter.
  - (iv) at any stage in the process the employee may elect a third party or Union Organiser to represent the employee.
  - (v) nothing shall prevent the employer or the employee from notifying the NSW Industrial Relations Commission and requesting its assistance should the matter not be resolved to the satisfaction of both the employer and employee.
- (b) Safety Concerns

It is recognised that problems related to safety and other hazardous situations may arise from time to time, which require immediate attention and decision. An unsafe and hazardous situation is a situation, which is considered by an employee to endanger their safety.

- (i) where a problem arises in connection with safety, the employee will report the matter to his immediate Supervisor.
- (ii) if the matter is not resolved, the employee should request the Supervisor to immediately contact the employees Site Manager and the employers OH&S Officer.
- (iii) if the matter is still unresolved, the matter will be referred to the Registered Mine Manager.
- (iv) failing resolution of the matter by the Registered Mine Manager, the issue will be referred to the Regional Inspector of Mines who shall make the final decision in that capacity.
- (v) when it is necessary for work to be done to rectify a dangerous situation the employer and the employees will co-operate to ensure maximum safety to all employees concerned with such work.
- (vii) whilst these procedures are continuing, the status quo shall remain and no stoppage of work or any form of limitation or work shall be applied, except as provided in (ii) (c) above.

J. P. GRAYSON *D.P.*

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(279)

**SERIAL C4357****DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by N.S.W. Dental Assistants Association, industrial organisation of employees.

(No. IRC 3200 of 2005)

Before Commissioner Macdonald

3 February 2006

**VARIATION**

1. Delete Part B Monetary Rates of the award published 27 February 2004 (343 I.G. 434), and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

- (i) Adults:

Level	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/04/05 \$	State Wage Case 2004 (\$19.00) \$	State Wage Case 2005 (\$17.00) \$
1	487.60	506.60	523.60
2	508.50	527.50	544.50
3	542.20	561.20	578.20
4	583.90	602.90	619.90
5	644.50	663.50	680.50

- (ii) Juniors:

Age	Weekly Rate of Pay (\$) Operative from first full pay period to commence on or after 13/04/05 \$	State Wage Case 2004 (3.5%) \$	State Wage Case 2005 (3%) \$
At 16 years of age	235.90	244.15	251.50
At 17 years of age	258.00	267.00	275.00
At 18 years of age	318.80	329.95	339.85
At 19 years of age	364.40	377.15	388.45
At 20 years of age	430.20	445.25	458.60

**Table 2 - Allowances**

Item No	Clause No	Brief Description	Amount \$
1	3 (ii)	Saturday Ordinary Time	12.40
2	4 (iv)	Meal money	10.70
3	17	Clothing allowance	7.45
4	23	First - Aid	8.65

NOTE:

The expense related allowances in this Award have been varied to take into account movements in the Consumer Price Index up to and including the quarter ending December 2006.

2. This variation shall take effect from the first full pay period to commence on or after 3 February 2006.

A. W. MACDONALD, Commissioner.

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(539)

**SERIAL C4373****PLUMBERS AND GASFITTERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The New South Wales Plumbers and Gasfitters Employees' Union, industrial organisation of employees.

(No. IRC 6172 of 2005)

Before The Honourable Justice Kavanagh

13 December 2005

**VARIATION**

1. Delete paragraph (e) of subclause (2) of clause 6, Wages, of the award published 25 February 2000 (313 I.G. 709), and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2004 and 2005. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than Safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

- (i) Wages -

Effective first full pay period on or after 13 December 2005

Item No	Clause No	Classification	Amount \$
1	6.2.(a)(i)	Journeyman Plumber Base Weekly Rate	369.10 p/w
		Arbitrated Safety Net Adjustments	142.00 p/w
	6.2.(a)(iii)	Hourly Rate	17.17 p/h
2	6.2(c)(i)	Ships Plumber Base Weekly Rate	369.10 p/w
		Arbitrated Safety Net Adjustments	142.00 p/w
	6.2(c)(iii)	Hourly Rate	16.90 p/h

- (ii) Wages Apprentices

Indentured Apprentices – For apprentices employed by employers bound by this award, other than those employed ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate per Week \$	Industry Allowance \$	Special Allowance \$	SWC 2004 \$	Total per week \$
Building Industry					
1 <sup>st</sup> Year	182.70	21.00	17.10	6.40	227.20
2 <sup>nd</sup> Year	267.10	21.00	25.30	9.30	322.70
3 <sup>rd</sup> Year	351.80	21.00	32.50	12.30	417.60
4 <sup>th</sup> Year	413.80	21.00	38.70	14.50	488.00

All Other Apprentices					
1 <sup>st</sup> Year	182.70			6.40	189.10
2 <sup>nd</sup> Year	267.10			9.30	276.40
3 <sup>rd</sup> Year	351.80			12.30	364.10
4 <sup>th</sup> Year	413.80			14.50	428.30

## Trainee Apprentices

Years of Service	Former Rate per Week \$	Industry Allowance \$	Special Allowance \$	SWC 2004 \$	Total per week \$
Building Industry					
1 <sup>st</sup> Year	206.40	21.00	18.40	7.20	253.00
2 <sup>nd</sup> Year	300.20	21.00	27.90	10.50	359.60
3 <sup>rd</sup> Year	388.20	21.00	35.30	13.60	458.10
4 <sup>th</sup> Year	436.90	21.00	43.10	15.30	516.30
All Other Apprentices					
1 <sup>st</sup> Year	206.40			7.20	213.60
2 <sup>nd</sup> Year	300.20			10.50	310.70
3 <sup>rd</sup> Year	388.20			13.60	401.80
4 <sup>th</sup> Year	436.90			15.30	452.20

## (i) Wages -

Effective first full pay period on or after 26 March 2006

Item No	Clause No	Classification	Amount \$
1	6.2.(a)(i)	Journeyman Plumber Base Weekly Rate	369.10 p/w
		Arbitrated Safety Net Adjustments	159.00 p/w
	6.2.(a)(iii)	Hourly Rate	17.68 p/h
2	6.2.(c)(i)	Ships Plumber Base Weekly Rate	369.10 p/w
		Arbitrated Safety Net Adjustments	159.00 p/w
	6.2.(c)(iii)	Hourly Rate	17.40 p/h

## (ii) Wages Apprentices

Indentured Apprentices – For apprentices employed by employers bound by this award, other than those employed ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate per Week \$	Industry Allowance \$	Special Allowance \$	SWC 2005 \$	Total per week \$
Building Industry					
1 <sup>st</sup> Year	189.10	21.60	17.10	5.70	233.50
2 <sup>nd</sup> Year	276.40	21.60	25.30	8.30	331.60
3 <sup>rd</sup> Year	364.10	21.60	32.50	10.90	429.10
4 <sup>th</sup> Year	428.30	21.60	38.70	12.80	501.40
All Other Apprentices					
1 <sup>st</sup> Year	189.10			5.70	194.80
2 <sup>nd</sup> Year	276.40			8.30	284.70
3 <sup>rd</sup> Year	364.10			10.90	375.00
4 <sup>th</sup> Year	428.30			12.80	441.10

## Trainee Apprentices

Years of Service	Former Rate per Week \$	Industry Allowance \$	Special Allowance \$	SWC 2005 \$	Total per week \$
<b>Building Industry</b>					
1st Year	213.60	21.60	18.40	6.40	260.00
2nd Year	310.70	21.60	27.90	9.30	369.50
3rd Year	401.80	21.60	35.30	12.10	470.80
4th Year	452.10	21.60	43.10	13.60	530.40
<b>All Other Apprentices</b>					
1st Year	213.60			6.40	220.00
2nd Year	310.70			9.30	320.00
3rd Year	401.80			12.10	413.90
4th Year	452.10			13.60	465.70

Table 2 – Other Rates and Allowances

Item No	Clause No	Brief Description	Current Amount \$	SWC 2004 Adjustment effective from FFPP 13/12/2005 \$	SWC 2005 Adjustment effective from FFPP 26/03/2006 \$
1	6(2)(a)(i), (ii),(iii)  6(2)(b)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance	20.30 per week	21.00 per week	21.60 per week
		Tool Allowance	20.30 per week	21.00 per week	21.60 per week
		Supplementary Payment	52.10 per week	52.10 per week	52.10 per week
		Special Allowance	7.70 per week	7.70 per week	7.70 per week
		Registration Allowance	0.54 per hour	0.56 per week	0.58 per hour
		Amount deducted from hourly rate of journeyman plumber for Drainer	0.05	0.05	0.05
2	6(2)(c) (i),(ii),(iii), (iv)  6(2)(d)(iii)(a)	Ship's Plumber - Industry Allowance	10.70 per week	11.10 per week	11.40 per week
		Tool Allowance	20.30 per week	21.00 per week	21.60 per week
		Supplementary Payment	52.10 per week	52.10 per week	52.10 per week
		Special Allowance	7.70 per week	7.70 per week	7.70 per week
		Registration Allowance	0.54 per hour	0.56 per hour	0.58 per week
		Ships Plumbers Apprentice	4.49 per week	4.65 per week	4.79 per week
3	7(i)(a)	Plumber's Licence	0.70 per hour	0.72 per hour	0.74 per hour
4	7(i)(b)	Gasfitter's Licence	0.70 per hour	0.72 per hour	0.74 per hour
5	7(i)(c)	Drainer's Licence	0.60 per hour	0.62 per hour	0.64 per hour
6	7(i)(d)	Plumber's and Gasfitter's Licence	0.94 per hour	0.97 per hour	1.00 per hour
7	7(i)(e)	Plumber's and Drainer's Licence	0.94 per hour	0.97 per hour	1.00 per hour
8	7(i)(f)	Gasfitter's and drainer's Licence	0.94 per hour	0.97 per hour	1.00 per hour
9	7(i)(g)	Plumber's gasfitter's and Drainer's Licence	1.29 per hour	1.34 per hour	1.38 per hour
10	7(ii)	Licensed Drainer	0.60 per hour	0.62 per hour	0.64 per hour
11	7(iii)(a)	Lead Burner	0.61 per hour	0.63 per hour	0.65 per hour
12	7(iii)(b)	Lead Burner in Chemical Works	0.84 per hour	0.87 per hour	0.90 per hour
13	7(iii)(c)(1)	Oxyacetylene or Electric Welding Certificate Minimum Payment	0.43 per hour 3.04per day	0.45 per hour 3.15 per day	0.46 per hour 3.24 per day

14	7(iii)(c)(2)	Certificate Holder performing welding to AS4041-1998 Minimum Minimum Payment	0.63 per hour 4.83 per day	0.65 per hour 5.00 per day	0.67 per hour 5.15 per day
15	7(iii)(d)	Computing quantities or make-up estimates	0.46 per hour	0.48 per hour	0.49 per hour
17	9	Leading Hands- In charge of up to two employees In charge of three to five employees In charge of six to ten employees In charge of ten or more employees	0.63 per hour 0.75 per hour 0.98 per hour 1.24 per hour	0.65 per hour 0.78 per hour 1.01 per hour 1.28 per hour	0.67 per hour 0.80 per hour 1.04 per hour 1.32 per hour
18	10	Employed on any chokage or oil chokage etc.	5.21 per day	5.39 per day	5.55 per day
19	11(i)	Wet Work	0.46 per hour	0.48 per hour	0.49 per hour
20	11(ii)	Insulation material	0.57 per hour	0.59 per hour	0.61 per hour
21	11(iii)	Cold Work	0.46 per hour	0.48 per hour	0.49 per hour
22	11(iv)	Work on WC,s, urinals, soil or waste pipes where used principally by venereal patients	0.57 per hour	0.59 per hour	0.61 per hour
23	11(v)	Hot Work between 46 and 54 degrees Celsius exceeding 54 degrees Celsius	0.44 per hour 0.57 per hour	0.46 per hour 0.59 per hour	0.47 per hour 0.61 per hour
24	11(vi)	Work with second-hand materials of an or unusually dirty offensive nature	0.46 per hour	0.48 per day	0.49 per day
25	11(vii)	Employed inside buildings where chlorine gas and/or hydrogen sulphide gas re-manufactured	0.58 per day	0.60 per day	0.62 per day
26	11(viii)	Engaged on electric welding applicable to plumbing	0.12 per hour	0.12 per hour	0.12 per hour
27	11(ix)	Operator of explosive powered tools	1.09 per day	1.13 per day	1.16 per day
28	11(x)(a)	Work in maximum security	1.17 per hour	1.21 per hour	1.25 per hour
29	11(x)(b)	Work in a geriatric hospital	0.32 per hour	0.33 per hour	0.34 per hour
30	11(xi)	Roof Repairs Minimum Payment	0.65 per hour 0.65	0.67 per hour 0.67	0.69 per hour 0.69
31	11(xiii)	Employed in mental institutions	0.39 per hour	0.40 per hour	0.41 per hour
32	11(xiv)	Engaged in tunnel and sewer work and in underground shafts exceeding 3 metres in depth	0.47 per hour	0.49 per hour	0.50 per hour
33	11(xv)	Engaged on alterations or repairs to boilers, flues, furnaces, retorts and kilns	1.23 per hour	1.27 per hour	1.31 per hour
34	11(xvi)	Engaged on the construction of chimneys and air shafts where construction exceeded 15 metres in height Additional amount for work above each further 15 metres	0.46 per hour 0.46 per hour	0.48 per hour 0.48 per hour	0.49 per hour 0.49 per hour
35	11(xvii)	Employees required to work in a bosun's chair or on a swinging scaffold - First 4 hours For each hour thereafter	3.33 0.69 per hour	3.45 0.71 per hour	3.55 0.73 per hour

36	11(xviii)	Work on any structure at a height of more than 12.2 metres	0.46 per hour	0.48 per hour	0.49 per hour
37	11(xix)	Employees in sanitary works	5.11 per day	5.29 per day	5.45 per day
38	11(xx)	Employees in slaughtering yards	0.31 per hour	0.32 per hour	0.33 per hour
39	11(xxii)(a)	Employees working west and north of and excluding State Highway No17 etc., up to the Western Division	0.75 per day	0.78 per day	0.80 per day
40	11(xxii)(b)	Employees working in the Western Division	1.23 per day	1.27 per day	1.31 per day
41	11(xxii)(c)	Employees working in the southern districts	1.23 per day	1.27 per day	1.31 per day
42	11(xxiii)	Engaged in cramped position or without sufficient ventilation	0.57 per hour	0.59 per hour	0.61 per hour
43	11(xxiv)	Employees required to use materials containing asbestos or to work near asbestos	0.57 per hour	0.59 per hour	0.61 per hour
44	11(xxv)	Towers Allowance Exceeding 15 metres - for all work above metres For work above each further 15 metres	0.46 per hour 0.46 per hour	0.48 per hour 0.48 per hour	0.49 per hour 0.49 per hour
45	11(xxvi)(c)	Toxic Substances Employees using Employees working in close proximity	0.57 per hour 0.46 per hour	0.59 per hour 0.48 per hour	0.61 per hour 0.49 per hour
46	11(xxxi)(d)	Engaged in asbestos eradication	1.54 per hour	1.59 per hour	1.64 per hour
47	12(i)	Employees working in ballast tanks, oil tanks and side tanks	0.57 per hour	0.59 per hour	0.61 per hour
48	12(ii)	Employees working in ship's bilges or under engine room or boiler room flooring	0.42 per hour	0.43 per hour	0.44 per hour
49	12(iii)	Employees working in and around diesel engines	0.42 per hour	0.43 per hour	0.44 per hour
50	12(iv)	Employees working in a confined space	0.60 per hour	0.62 per hour	0.64 per hour
51	12(v)(1)	Employees working inside a hull	0.72 per hour	0.75 per hour	0.77 per hour
52	12(v)(2)	Employees working in torpedo tube compartments, ballast tanks, oil tanks, below floor plates	1.30 per hour	1.35 per hour	1.39 per hour
53	12(vi)	Plumber in pipe laundry	0.93 per hour	0.96 per hour	0.99 hour
54	13(iii)	Multi-story Allowance- From commencement to 15th floor from 16th to 30th floor from 31st to 45th floor from 46th to 60th floor From 61st floor onwards	0.37 per hour 0.44 per hour 0.69 per hour 0.88 per hour 1.10 per hour	0.38 per hour 0.46 per hour 0.71 per hour 0.91 per hour 1.14 per hour	0.39 per hour 0.47 per hour 0.73 per hour 0.94 per hour 1.17 per hour
73	43(ii)	First-aid Allowance	1.96 per day	2.03	2.09

3. This variation pursuant to State Wage Case 2004 shall take effect from the first full pay period on or after 13 December 2005.
4. This variation pursuant to State Wage Case 2005 shall take effect from the first full pay period on or after 26 March 2006.

T. M. KAVANAGH *J.*

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(723)

**SERIAL C4177****HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2484 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Delete Clause 5, No Extra Claims, of the award published 6 November 1998 (307 I.G. 21), as varied, and insert in lieu thereof the following:

**5. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

2. Delete Table 1, Salaries of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Salaries**

Classification	Rate from 1.7.2004 4% \$
<b>PHARMACISTS</b>	
Grade 1-Unregistered	814.80
<b>GRADE 1</b>	
1st year	865.00
2nd year	924.20
3rd year	988.10
4th year	1,102.10
5th year	1,137.70
<b>GRADE 2</b>	
1st year	1,223.70
2nd year	1,264.60
3rd year	1,299.90
<b>GRADE 3</b>	
Senior Pharmacist	
Director of Pharmacy-Group 5 Hospital	
Deputy Director of Pharmacy-Group 3 Hospital	
1st year	1,442.30
2nd year	1,482.30
<b>GRADE 4</b>	
Director of Pharmacy - Group 4 Hospital	
Deputy Director of Pharmacy-Group 2 Hospital	
1st year	1,482.30
2nd year	1,532.60

GRADE 5	
Director of Pharmacy - Group 3 Hospital	
Deputy Director of Pharmacy-Group 1 Hospital	
1st year	1,579.30
2nd year	1,619.00
GRADE 6	
Director of Pharmacy - Group 2 Hospital	
1st year	1,734.50
2nd year	1,777.80
GRADE 7	
Director of Pharmacy- Group 1 Hospital	
Group A - 1st year	1,869.10
Group A - 2nd year	1,914.50
Group B - 1st year	1,959.20
Group B - 2nd year	2,004.50
Fellowship Allowance	27.70

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND J.

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(564)

**SERIAL C4178****PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2485 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Rename in clause 1, Arrangement, of the award published 18 January 2002 (330 IG 864), as varied, the clause title 15, Maternity and Adoption Leave, to read as "Clause 15, Maternity, Adoption and Parental Leave".

**15. Maternity, Adoption and Parental Leave**

2. Insert after clause 14, Sick Leave the following new clause:

**15. Maternity Adoption and Parental Leave****A. Maternity Leave****(i) Eligibility**

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act*.

**(ii) Portability of Service for Paid Maternity Leave**

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act, 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:

- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

## (vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act* 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

## (vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

## (viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

## (ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act* 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

## (x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

## (xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

## (xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

## (xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

## (xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

## (xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

## B. Adoption Leave

## (i) Eligibility

To be eligible for paid adoption leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

- (ii) Entitlement

- (a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows: -

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

- (iii) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

- (iv) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

- (v) Staffing Provisions

As per maternity leave conditions.

- (vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

- (vii) Return for Less than Full Time Hours

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -
 

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.
 

As per maternity leave conditions.
- (vii) Right to return to Previous Position
 

As per maternity leave conditions.

## NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate, along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.
  - (b) Liability for Superannuation Contributions
 

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.
3. Delete Clause 17, Long Service Leave, and insert in lieu thereof the following:

**17. Long Service Leave**

- (i)
  - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.
 

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

- (ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.

- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

- (1) where an officer after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed;
- (2) where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
- (3) an officer employed in a hospital at the 1st July 1974, and who was entitled to count broken service under the provisions of the award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
- (2) any period of part-time service, except permanent part-time service.

- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:

- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.

- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (a) a period of leave on full pay - the number of days so taken;



- (b) a period of leave on half pay - half the number of days so taken; or
- (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.
- Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.
- Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

4. Delete Table 1, Allowances, of Part B and insert in lieu thereof the following:

**Table 1 - Allowances**

Item No.	Clause. No	Description	Rate from 1.7.2004 \$
1	5	In charge Allowance	15.00
2	10(ii)(a)	Meal Allowance for overtime	
		(a) Breakfast at or before 6.00 a.m.	19.75
		(b) Evening at least 1 hour after normal ceasing	19.75
		(c) time and extends beyond or is worked wholly after 7.00 p.m.	
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	19.75

3	11(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	10.40
		On-call allowance per on-call period which coincides with a rostered day off	20.80
		per week	72.80
4	19(ii)(a)	Uniform and Laundry Allowance	
		- Full uniform including special shoes if required	2.30
		- Other cases	1.70

5. The variations takes effect from 31 October 2005 but by administrative action the rates in Table 1 become payable from the first full pay period to commence on or after 1 July 2004; while the amended Long Service and Maternity, Adoption and Parental Leave provisions take effect from 1 January 2005.

R. P. BOLAND *J.*

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**SERIAL C4187**

**PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5503 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Rename clause 20, Maternity, Parental and Adoption Leave, of clause 1, Arrangement, of the award published 12 August 2005 (353 I.G. 1), to read as follows:

20. Maternity, Adoption and Parental Leave

2. Delete clause 19, Long Service Leave, and insert in lieu thereof the following:

**19. Long Service Leave**

(i)

- (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

(ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.

- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

- (1) where an officer after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-

- employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed.
- (2) where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
- (2) any period of part-time service, except permanent part-time service.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
- (b) a period of leave on half pay - half the number of days so taken; or
- (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vi)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this

clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

3. Delete clause 20, Maternity, Parental and Adoption Leave, and insert in lieu thereof the following:

## **20. Maternity, Adoption and Parental Leave**

### A. Maternity Leave

#### (i) Eligibility

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

#### (ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act, 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

## (vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

## (vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

## (viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

## (ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

## (x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

## (xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

To be eligible for paid adoption leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless



- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act 1987*.
- (ii) Entitlement
- (a) Paid Adoption Leave
- Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- Paid adoption leave may be paid:-
- on a normal fortnightly basis; or
  - in advance in a lump sum; or
  - at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.
- Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
- (b) Unpaid Adoption Leave
- Eligible employees are entitled to unpaid adoption leave as follows: -
- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
  - where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (iii) Applications
- Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (iv) Variation after Commencement of Leave
- After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (v) Staffing Provisions
- As per maternity leave conditions.

- (vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

- (vii) Return for Less than Full Time Hours

As per maternity leave conditions.

### C. Parental Leave

- (i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

- (ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

- (iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

## (iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

## (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

## (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

## (vii) Right to return to Previous Position

As per maternity leave conditions.

## NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate, along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.
- (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

4. The variation takes effect from 31 October 2005 but by administrative action the amended Long Service and Maternity, Adoption and Parental Leave provisions take effect from 1 January 2005.

R. P. BOLAND *J.*

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(051)

**SERIAL C4167**

## HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2496 of 2005)

Before The Honourable Justice Boland

31 October 2005

### VARIATION

1. Delete Clause 3, No Extra Claims, of the award published 6 November 1998 (307 IG 44), as varied, and replace with the following:

#### 3. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Salaries**

Grades	Rate from 1.7.2004 4% \$
<b>GENERAL ADMINISTRATIVE STAFF</b>	
Grade 1	681.20
Grade 2	708.60
Grade 3	733.70
Grade 4	758.50
Grade 5	771.50
Grade 6	796.50
Grade 7	823.80
Grade 8	871.00
Grade 9	950.00
Grade 10	980.40
Grade 11	1,029.40
Grade 12	1,101.60
Grade 13	1,181.10
Grade 14	1,256.20
Special Grade - R.P.A. - Services Manager	1,297.40
Special Grade - R.P.A. - Supply Manager	1,568.70

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

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(381)

**SERIAL C4166****HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2495 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Delete Clause 5, No Extra Claims, of the award published 6 November 1998 (307 IG 47), as varied, and insert in lieu thereof the following:

**5. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 Salaries, of Part B, Monetary rates, and insert in lieu thereof the following:

**Table 1 - Salaries**

Classifications	Rate from 1.7.2004 4% \$
<b>Engineer</b>	
Grade 1	915.40
Grade 2	981.40
Grade 3	1,046.70
Grade 4	1,112.40
Grade 5	1,210.70
Grade 6	1,308.80
Grade 7	1,521.20
<b>Assistant Engineer</b>	
Grade 1	915.40
Grade 2	981.40
Grade 3	1,046.70
Grade 4	1,112.40
Grade 5	1,210.70
Grade 6	1,308.80
<b>Maintenance Supervisor (Tradesman)</b>	
Grade 2	883.20
Grade 1	820.10

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

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(777)

**SERIAL C4165****HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2494 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Delete clause 4, No Extra Claims, of the Award published 6 November 1998 (307 IG 52), as varied, and insert in lieu thereof the following:

**4. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 Salaries, of Part B, Monetary rates, and insert in lieu thereof the following:

**Table 1 - Salaries**

Classification	Rate from 1.7.2004 4% \$
<b>Computer Manager - Grade 1</b>	
1st year	64,581
2nd year	66,523
3rd year	68,790
4th year	70,722
5th year	73,297
6th year	75,240
<b>Computer Manager - Grade 2</b>	
1st year	73,297
2nd year	75,240
3rd year	79,145
4th year	83,027
<b>Analyst</b>	
1st year	52,904
2nd year	54,558
3rd year	56,762
4th year	58,405
5th year	60,415
6th year and Thereafter	62,050
<b>Senior Analyst</b>	
1st year	64,581
2nd year	66,523
3rd year	68,790

4th year	70,722
5th year	73,297
6th year and Thereafter	75,240
<b>Programming Supervisor</b>	
1st year	60,415
2nd year	62,050
3rd year	64,581
Thereafter	66,523
<b>Programmer</b>	
1st year	42,537
2nd year	45,029
3rd year	47,841
4th year	52,904
5th year	56,762
Thereafter	58,405
<b>Computer Operator - Grade 1</b>	
1st year	31,379
2nd year	32,610
3rd year	33,434
Thereafter	34,264
<b>Computer Operator - Grade 2</b>	
1st year	35,446
2nd year	36,690
Thereafter	37,964
<b>Senior Computer Operator - Grade 1</b>	
1st year	40,284
2nd year	41,278
3rd year	42,537
Thereafter	43,590
<b>Senior Computer Operator - Grade 2</b>	
1st year	45,029
2nd year	46,135
3rd year	47,841
Thereafter	49,168
<b>Field Implementation Officer</b>	
1st year	45,029
2nd year	46,135
3rd year	47,841
4th year	49,168
<b>Trainee Programmers</b>	
1st year	30,498
2nd year	31,379
3rd year	32,610
4th year	33,434
5th year	34,264
6th year	35,446
7th year	36,690
8th year	37,964
9th year	40,284

Network Analyst	
1st year (per week)	900.00
2nd year (per week)	927.90

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

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(1622)

**SERIAL C4181**

## HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2489 of 2005)

Before The Honourable Justice Boland

31 October 2005

### VARIATION

1. Delete the "Arrangement" of the award published 10 May 2002 (333 IG 374), as varied, and insert in lieu thereof the following:

#### Arrangement

Clause No.	Subject Matter
5	Area, Incidence and Duration
2	Classifications
3	Conditions of Service
1	Definitions
4	No Extra Claims

#### PART B

#### Table 1 - Salary Rates

2. Insert after clause 3, Conditions of Service, the following new clause:

#### 4. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

3. Delete Table 1, Salary Rates, of Part B, and insert in lieu thereof the following:

**Table 1 - Salary Rates**

Classification	Rate from 1.7.2004 4% \$
<b>PSYCHOLOGISTS</b>	
Psychologist	
1st year of service	43,281
2nd year of service	45,621
3rd year of service	47,960
4th year of service	50,884
5th year of service	53,809
6th year of service	56,733
7th year of service	59,658
8th year of service	61,998
9th year of service & thereafter	64,336

Senior Psychologist	
1st year of service	67,846
2nd year of service	70,770
3rd year of service & thereafter	73,694
Clinical Psychologist	
1st year of service	61,998
2nd year of service	65,505
3rd year of service	69,015
4th year of service	72,524
5th year of service and thereafter	76,033
Senior Clinical Psychologist	
1st year of service	79,543
2nd year of service	81,882
3rd year of service & thereafter	84,221
Principal Clinical Psychologist	
1st year of service and thereafter	95,919
PART-TIME PSYCHOLOGIST	
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))	
Part-time Psychologist (per hour) (Formula:- 5th year rate ÷ 52.17857 ÷ 35 + 10%)	32.41
Part-time Clinical Psychologist - (per hour) (Formula:- 3rd year rate ÷ 52.17857 ÷ 35 + 10%)	41.57
Part-time Senior Clinical Psychologist (per hour) (Formula:- 2nd year rate ÷ 52.17857 ÷ 35 + 10%)	49.32

Note: Formula used = annual rate as advised herein divided by 52.17857 (to establish weekly rate) divided by 35 hours (to arrive at hourly rate) plus 10%.

4. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND J.

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(721)

**SERIAL C4182****HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2490 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Delete Clause 5, No Extra Claims, of the award published 6 November 1998 (307 IG 15), as varied, and insert in lieu thereof the following:

**5. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

2. Delete Table 1 and Table 2 of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Classification	Rate from 1.7.2004 4% \$
Junior (under 18 years of age)	394.10
Telephonist - Level 1	
1 <sup>st</sup> year	599.10
2 <sup>nd</sup> year	611.00
3 <sup>rd</sup> year	637.10
4 <sup>th</sup> year	652.90
5 <sup>th</sup> year	681.30
Telephonist - Level 2	
1 <sup>st</sup> year	696.40
2 <sup>nd</sup> year	711.80
3 <sup>rd</sup> year	726.30
Telephonist - Level 3	
1 <sup>st</sup> year	742.00
2 <sup>nd</sup> year	757.70
Administration Officer Level 1	
1 <sup>st</sup> year	577.10
2 <sup>nd</sup> year	601.50
3 <sup>rd</sup> year	625.00
4 <sup>th</sup> year	640.50
5 <sup>th</sup> year	656.40
Administration Officer Level 2	
1 <sup>st</sup> year	679.60
2 <sup>nd</sup> year	703.60

Administration Officer Level 2A		
1 <sup>st</sup> year		717.00
2 <sup>nd</sup> year		728.00
Administration Officer Level 3		
1 <sup>st</sup> year		728.00
2 <sup>nd</sup> year		752.00
Administration Officer Level 4		
1 <sup>st</sup> year		772.40
2 <sup>nd</sup> year		791.00
Administration Officer Level 5		
1 <sup>st</sup> year		815.60
2 <sup>nd</sup> year		835.20
Administration Officer Level 6		
1 <sup>st</sup> year		863.00
2 <sup>nd</sup> year		884.30

**Table 2 - Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2004 \$
1	1	Telephonist - Level I In charge Allowance 3 to 5 staff - per shift 6 to 10 staff - per shift Over 10 staff - per shift	5.60 7.00 11.90
2	3	Higher Skills	11.00

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND J.

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(096)

**SERIAL C4168****HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2497 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Delete Clause 4, No Extra Claims, of the award published 6 November 1998 (307 IG 67), as varied, and replace with the following:

**4. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Salaries**

Classification	Rate from 1.7.2004
	4% \$
<b>Interpreter - Grade 1</b>	
1 <sup>st</sup> year	30,808
2 <sup>nd</sup> year	31,668
3 <sup>rd</sup> year	32,957
4 <sup>th</sup> year	33,812
<b>Interpreter - Grade 2</b>	
1 <sup>st</sup> year	37,023
2 <sup>nd</sup> year	38,141
3 <sup>rd</sup> year	39,112
4 <sup>th</sup> year	40,121
5 <sup>th</sup> year	41,120
<b>Interpreter - Grade 3</b>	
1 <sup>st</sup> year	42,955
2 <sup>nd</sup> year	44,064
3 <sup>rd</sup> year	45,491
4 <sup>th</sup> year	46,647
<b>Co-ordinator Interpreter Services</b>	
1 <sup>st</sup> year	51,070
2 <sup>nd</sup> year	53,162
3 <sup>rd</sup> year	55,023
4 <sup>th</sup> year	57,693



2. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

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(106)

**SERIAL C4190**

## **DENTAL THERAPISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5504 of 2005)

Before The Honourable Justice Boland

31 October 2005

### **VARIATION**

1. Insert after subclause (ii), of clause 6, Area, Incidence and Duration, of the award published 8 December 2000 (320 I.G. 1133), the following new subclauses:
  - (iii) The changes made to the award review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principle for Review of Awards made by the Industrial Relations Commission of New South Wales on 29 April 1999 (310 I.G. 359) take effect on and from 12 December 2003.
  - (iv) The award remains in force until varied or rescinded, the period for which it was made having already expired.
2. This variation shall take effect from 31 October 2005.

R. P. BOLAND *J.*

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(556)

**SERIAL C4173**

## **PUBLIC HOSPITALS DENTAL STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5506 of 2005)

Before The Honourable Justice Boland

31 October 2005

### **VARIATION**

1. Insert after subclause (ii) of clause 7, Area Incidence and Duration of the award published 8 December 2000 (320 I.G. 1130), as varied, the following:
  - (iii) 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 December 2003.
  - (iv) This award remains in force until varied or rescinded, the period for which it was made already having expired.
2. The variation takes effect from 31 October 2005.

R. P. BOLAND *J.*

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(595)

**SERIAL C4172**

## **PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5505 of 2005)

Before The Honourable Justice Boland

31 October 2005

### **VARIATION**

1. Insert after subclause (ii) of clause 6, Area Incidence and Duration of the award published 8 December 2000 (320 I.G. 1136), as varied, the following :
  - (iii) 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 December 2003.
2. The variation takes effect from 31 October 2005.

R. P. BOLAND J.

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**HEALTH MANAGERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2488 of 2005)

Before The Honourable Justice Boland

31 October 2005

**VARIATION**

1. Delete clause 5, No Extra Claims, of the award published 6 November 1998 (307 IG 73), as varied, and insert in lieu thereof the following:

**5. No Extra Claims**

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

2. Delete Table 1 Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Salaries**

Classification		Rate from 1.7.2004 4% \$
Level 1	From	47,436
	To	63,808
Level 2	From	62,356
	To	73,959
Level 3	From	72,509
	To	82,660
Level 4	From	81,209
	To	97,162
Level 5	From	95,711
	To	107,314
Level 6	From	105,040
	To	114,920

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND J.

(4200)

SERIAL C4341

## AGRICULTURAL, PASTORAL OR HORTICULTURAL SOCIETY'S SHOW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees.

(No. IRC 6262 of 2005)

Before The Honourable Justice Schmidt

9 December 2005

### VARIATION

1. Delete clause 2, Rates of Pay, of the award published 27 October 2000 (319 I.G. 838) and insert in lieu thereof the following:

#### 2. Rates of Pay

- (i) The hourly rates of pay shall be as follows:
  - (a) Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1, of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 6 July 2005, as varied, provided that until further variation the seventeen dollar safety net adjustment rate shall be \$759.92 (2005 \$17 safety net adjustment rate: \$20.00).
  - (b) Employees 20 years of age - 90 per cent of the nineteen dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 6 July 2005, as varied, provided that until further variation the seventeen dollar safety net adjustment rate shall be \$683.93 (2005 \$17 safety net adjustment rate: \$18.00).
  - (c) Employees 18 and 19 years of age - 80 per cent of the nineteen dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 6 July 2005, as varied, provided that until further variation the seventeen dollar safety net adjustment rate shall be \$607.94 (2005 \$17 safety net adjustment rate: \$16.00).
  - (d) Employees 17 years and under - 60 per cent of the nineteen dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Macdonald's decision of 6 July 2005, as varied, provided that until further variation the seventeen dollar safety net adjustment rate shall be \$455.95 (2005 \$17 safety net adjustment rate: \$12.00).
- (ii) The rates of pay prescribed in subclause (i) of this clause are loaded to compensate the employees for all incidents of the employment and are payable for work done at any hour of the day. Such rates are also loaded to include an amount for annual holidays as provided for by the *Annual Holidays Act, 1944*.

2. Delete clause 5, Meal Allowance, and insert in lieu thereof the following:

**5. Meal Allowance**

A meal allowance shall be paid to each employee who works more than nine hours, finishing after 6.00pm.

The amount of such meal allowance shall be that prescribed by Item 3 of Table 2 - Other Rates and Allowances, Part B, Monetary Rates, of the Shop Employees (State) Award (2006 rate: \$10.70).

3. Delete clause 12, Commitment to Absorption, and insert in lieu thereof the following:

**12. Commitment to Absorption**

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
4. This variation is to operate on and from 18 February 2006.

M. SCHMIDT *J.*

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(807)

**SERIAL C4311**

## **TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6521 of 2005)

Before The Honourable Mr Justice Staff

9 January 2006

### **VARIATION**

1. Delete Items 3, 4, 5, 6, and 7, of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, of the award published 24 August 2001 (327 I.G. 39), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	19.4 (c)	Travelling/Living allowance without itemised expense list	37.20 per day
4	19.5	Weekend and/or Public Holiday away from home	34.55 per day
5	19.9	Allowance to compensate for lack of public transport	2.50 per day
6	18.2 (a)	Meal allowance - (notification given)	10.45
7	18.2 (a)	Meal allowance - notification (given and then cancelled)	10.45

2. This variation shall take effect from the first full pay period to commence on or after 9 January 2006.

C. G. Staff J.

Printed by the authority of the Industrial Registrar.



SERIAL C4377

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL  
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA06/60 - Australian Liquor, Hospitality and Miscellaneous Workers Union and New South Wales Teachers' Federation Enterprise Agreement 2006**

**Made Between:** New South Wales Teachers Federation -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 23 February 2006 and commenced 1 January 2006.

**Description of Employees:** The agreement applies to all employees employed by the NSW Teachers' Federation, who fall within the coverage of the Miscellaneous Workers' - General Services (State) Award.

**Nominal Term:** 24 Months.

**EA06/61 - Bush's Pet Foods Pty Ltd and Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union Maintenance Employees Enterprise Agreement 2005**

**Made Between:** Bush's Pet Foods Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 6 February 2006 and commenced 18 March 2005.

**Description of Employees:** The agreement applies to all maintenance employees employed by Bush's Pet Food Pty Ltd, located at 12 Williamson Road, Ingleburn NSW 2565, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 36 Months.

**EA06/62 - Fairfax Publications Classified (Sydney) Contact Centre Enterprise Agreement 2005**

**Made Between:** John Fairfax Publications Pty Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA03/253.

**Approval and Commencement Date:** Approved and commenced 9 December 2005.

**Description of Employees:** The agreement applies to all Contact Centre employees employed by John Fairfax Publications Pty Ltd., located at 201 Sussex St, Sydney, NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (John Fairfax Publications) Award 2000.

**Nominal Term:** 36 Months.

**EA06/63 - Teachers Employed at Berala Jack & Jill Kindergarted Enterprise Agreement 2005**

**Made Between:** Berala Jack and Jill Kindergarten -&- the New South Wales Independent Education Union.

**New/Variation:** Replaces EA02/143.

**Approval and Commencement Date:** Approved and commenced 5 December 2006.

**Description of Employees:** The agreement applies to all employees employed by the Berala Jack & Jill Kindergrated, located 106 Cambridge Street, Lidcombe NSW 2141, who are engaged as teachers and teacher directors, who fall within the coverage of the Teachers (Non-Government Pre-Schools) (State) Award 2002.

**Nominal Term:** 36 Months.

**EA06/64 - Emergency Lighting Maintenance Pty Ltd Enterprise Agreement 2005-2007**

**Made Between:** Emergency Lighting Maintenance Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 13 December 2005.

**Description of Employees:** The agreement applies to all employees employed by Emergency Lighting Maintenance Pty Ltd, located at Unit 15, No. 3 Hanley Road, Mt Kuringai NSW 2080, who are engaged in Maintenance, Service Repair and Installation of exit and emergency lighting (the agreement does not cover construction work), who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 24 Months.

**EA06/65 - Collex Pty Ltd Solid Waste NSW Divisional Agreement 2005-2008**

**Made Between:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 13 December 2005.

**Description of Employees:** The agreement applies to all employees employed by

**Nominal Term:** 24 Months.

**EA06/66 - Players Biscuits Engineering Enterprise Agreement 2005**

**Made Between:** Players Biscuits Pty Limited .

**New/Variation:** Replaces EA01/327.

**Approval and Commencement Date:** Approved 25 January 2006 and commenced 30 September 2005.

**Description of Employees:** The agreement applies to all maintenance employees employed by Players Biscuits Miranda Plant, located at 106-128 Parraweena Road, Miranda NSW 2228, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 36 Months.

**EA06/67 - Bonnie Women's Refuge Ltd Enterprise Agreement 2005**

**Made Between:** Bonnie Women's Refuge Ltd -&- the Australian Services Union of N.S.W..

**New/Variation:** Replaces EA00/35.

**Approval and Commencement Date:** Approved and commenced 2 December 2005.

**Description of Employees:** The agreement applies to all employees employed by Bonnie Women's Refuge Ltd., who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 36 Months.

**EA06/68 - Bartter Enterprises Marsden Park Clerical Agreement 2005**

**Made Between:** Bartter Enterprise Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA03/72.

**Approval and Commencement Date:** Approved 12 December 2005 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to all employees employed by Bartter Enterprises Pty Limited, located at the Marsden Park site, who are engaged in relevant production, warehousing and distribution functions, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**Nominal Term:** 36 Months.

**EA06/69 - Bartter Enterprises Marsden Park Customer Service Drivers and Storemen Agreement 2005**

**Made Between:** Bartter Enterprises Pty Ltd -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA03/34.

**Approval and Commencement Date:** Approved 12 December 2005 and commenced 1 July 2005.

**Description of Employees:** Applies to all warehouse employees of Bartter Enterprises Pty Ltd, located at the Marsden Park site, who are engaged in the profession of Customer Service Driving and Stores (dry goods), who fall within the coverage of the Storemen and Packers, General (State) Award and the Transport Industry (State) Award.

**Nominal Term:** 36 Months.

**EA06/70 - Bartter Enterprises Pty Ltd and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2005-2008**

**Made Between:** Bartters Administration Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

**New/Variation:** Replaces EA03/35.

**Approval and Commencement Date:** Approved 12 December 2005 and commenced 20 July 2005.

**Description of Employees:** The agreement applies to all employees employed by Bartter Enterprises Pty Limited Hanwood Site, located at McWilliams Road, Hanwood NSW 2680, who fall within the coverage of the Poultry Industry Preparation (State) Award.

**Nominal Term:** 36 Months.

**EA06/71 - Players Biscuits Factory Operations Enterprise Agreement 2005**

**Made Between:** Players Biscuits Pty Limited -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA01/267.

**Approval and Commencement Date:** Approved 25 January 2006 and commenced 30 September 2005.

**Description of Employees:** The agreement applies to all employees (other than maintenance employees) employed by Players Biscuits Pty Limited, located at 106-128 Parraweena Road, Miranda NSW 2228, who fall within the coverage of the Storemen and Packers, General (State) Award and the Biscuit and Cake Makers (State) Award.

**Nominal Term:** 36 Months.

**EA06/72 - Summit Recruitment - TWU Enterprise Agreement**

**Made Between:** Summit Recruitment -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 9 February 2006.

**Description of Employees:** The agreement applies to all employees employed by Summit Recruitment, located at Suite 5, 15-17 Kildare Road, Blacktown NSW 2178, employed on a permanent, casual, part-time, temporary or fixed-term basis, who fall within the coverage of the following State Awards: Ice Cream and Van Salespersons (State) Award, Milk Treatment, &c., and Distribution (State) Award, Transport Industry (State) Award, Transport Industry - Motor Bus Drivers and Conductors (State) Award, Transport Petroleum &c., and Distribution (State) Award, Transport Industry - Quarried Materials (State) Award, Transport Industry - Retail (State) Award, Transport Industry - Tourist and Service Coach Drivers (State) Award, Transport Industry Trade Waste (State) Award, Transport Industry - Waste Collection and Recycling (State) Award, Transport Industry - Wholesale Butchers (State) Award and the following Federal Awards: Gate Gourmet Services - Transport Workers' Award 2002, Transport Workers (Airlines) Award 1998, Transport Workers (Cateair Airport Services) Award 1990, Transport Workers (Oil Distribution) 2000, Transport Workers (Oil Companies) Award 1992.

**Nominal Term:** 36 Months.

**EA06/73 - AAT Kings Coach Company NSW Drivers Enterprise Agreement 2005**

**Made Between:** AAT Kings Tours Pty Ltd, Paul Christopher Patman -&- Warwick Geoffrey Allen, Alexander Leslie Bartusz, Thomas Bartusz, Scott Michael Campbell, Troy Campbell, Mark Dorrington, Danny Paul Feneck, Christopher Paul Ferris, John Attilio Frizzo, Thomas William Hancock, Martin Ernesto Hasenoehrl, Anthony Christopher Horan, Matthew Joseph Kierce, Daryl Guy Mitchell, Aaron Matthew Reed, Peter Jeffrey Roberts, Mark Adrian Schultz, Andrew David Taylor, Paul Cameron Young.

**New/Variation:** Replaces EA02/154.

**Approval and Commencement Date:** Approved and commenced 8 November 2005.

**Description of Employees:** The agreement applies to all employees employed by AAT Kings Coach Company Pty Ltd., located at 21-23 Daphne Street, Botany NSW 2021, who are engaged as Drivers (as defined in clause 6 of the Agreement) from the NSW Depot, who fall within Transport Industry - Tourist and Service Coach Drivers (State) Award.

**Nominal Term:** 36 Months.

**EA06/74 - BOC Limited Sydney Operations Enterprise Agreement 2005**

**Made Between:** BOC Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA04/228.

**Approval and Commencement Date:** Approved and commenced 4 November 2005.

**Description of Employees:** The agreement applies to all employees of BOC Australia Limited, who are employed on the Sydney Operations Centre, Wetherill Park Production Site, located at 428 Victoria Steet, Wetherill Park NSW 2164 (except for Customer Engineering Services and Distribution), who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

**Nominal Term:** 32 Months.

**EA06/75 - Off Airport Business Development Agreement NSW (AaE/TWU) 2005**

**Made Between:** Australian Air Express Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA04/190.

**Approval and Commencement Date:** Approved and commenced 2 December 2005.

**Description of Employees:** The agreement applies to all employees employed by Air Express located at Level 2, 399 Elizabeth Street, Melbourne VIC 3000, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 31 Months.

**EA06/76 - Toll Pty Limited t/as Toll Priority DX Solutions Company Driver, Dockhand and Mail Sorters Enterprise Agreement 2005**

**Made Between:** Toll Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 30 January 2006 and commenced 1 March 2005.

**Description of Employees:** The agreement applies to all employees employed by Toll Pty Ltd, who are engaged with providing Mail and/or Distribution Services at the company's depot located at 13 Rachel Close, Silverwater NSW 2141 and 60 O'Riordan Street, Alexandria NSW 2015, who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 33 Months.

**EA06/77 - Bush's Pet Foods Pty Ltd and the Australian Meat Industry Employees' Union NSW Branch Enterprise Agreement 2005**

**Made Between:** Bush's Pet Foods Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

**New/Variation:** Replaces EA02/188.

**Approval and Commencement Date:** Approved 6 February 2006 and commenced 18 March 2005.

**Description of Employees:** The agreement applies to all employees employed by Bush's Pet Foods Pty Ltd, located at 12 Williamson Road, Ingleburn NSW 2565 and any other site in the state of NSW, who are engaged in the manufacture, production and despatch of pet food, who fall within the coverage of the Meat Preservers, &c. (State) Award.

**Nominal Term:** 36 Months.

**EA06/78 - General Lighting Services (NSW) Pty Ltd Enterprise Agreement 2005-2007**

**Made Between:** General Lighting NSW Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA00/1.

**Approval and Commencement Date:** Approved and commenced 13 December 2005.

**Description of Employees:** The agreement applies to all employees employed by General Lighting NSW Pty Ltd located at Unit 15, No 3 Hanley Road, Mt Kuringai NSW 2080, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 24 Months.

**EA06/79 - Collex Pty Ltd Domestic Collections - NSW Divisional Agreement 2005-2008**

**Made Between:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 15 February 2006 and commenced 15 September 2005.

**Description of Employees:** The agreement applies to all employees employed by Collex Pty Ltd, located at 65 Pirrama Road, Pyrmont NSW 2009, who are operating in Randwick, Botany, Wollahra and City of Sydney Domestic Waste Collection Contracts, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

**Nominal Term:** 36 Months.

**EA06/80 - Collex/TWU Disposal Facilities Divisional Agreement 2005-2008**

**Made Between:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 15 February 2006 and commenced 15 September 2005.

**Description of Employees:** The agreement applies to all employees employed by Collex Pty Ltd, located at 65 Pirrama Road, Pyrmont NSW 2009, who are engaged at the Greenacre Transfer Station, Port Botany Transfer Station, Horsley Park Landfill and Riverstone Landfill, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

**Nominal Term:** 36 Months.

**EA06/81 - Collex Liquid Waste Transport and Treatment Divisional Agreement 2005**

**Made Between:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 15 February 2006 and commenced 15 July 2005.

**Description of Employees:** The agreement applies to all employees of Collex Pty Ltd, located at 65 Pirrama Road, Pyrmont NSW 2009, who are engaged in the liquid waste transport and treatment facilities at the Camelia and Unanderra depots, who fall within the coverage of the Transport Industry - Trade Waste (State) Award.

**Nominal Term:** 36 Months.

**EA06/82 - Adsteam Marine NSW Bunkering Employees Agreement 2005**

**Made Between:** Adsteam Marine Limited, Australian Maritime Officers' Union of New South Wales, The Seamens' Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 20 February 2006 and commenced 1 January 2006.

**Description of Employees:** The agreement applies to all employees employed by Adsteam Marine, who are engaged in working aboard the bunker barge MV Esar Sydney, who fall within the coverage of the Motor Boats and Small Tugs (State) Award.

**Nominal Term:** 36 Months.



**EA06/83 - Collex Pty Ltd New South Wales (State) Agreement 2005**

**Made Between:** Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 15 February 2006.

**Description of Employees:** The agreement applies to all employees employed by Collex Pty Ltd, located at 65 Pirrama Road, Pyrmont NSW 2009, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award and the Transport Industry - Trade Waste (State) Award.

**Nominal Term:** 36 Months.

**EA06/84 - RMAX NSW Certified Agreement 2005**

**Made Between:** RMAX NSW -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA02/133.

**Approval and Commencement Date:** Approved and commenced 7 February 2006.

**Description of Employees:** The agreement applies to all employees employed by Huntsman Chemical Co Pty Ltd t/as RMax, located at 27 Chifley Street, Smithfield NSW 2164, who fall within the coverage of the Rubber Workers (State) Award.

**Nominal Term:** 32 Months.

**EA06/85 - Custom Transportable Buildings Kooragang Proprietary Limited - AMWU, AWU and Employees Enterprise Agreement 2005**

**Made Between:** Custom Transportable Building Kooragang Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved 14 February 2006 and commenced 25 January 2006.

**Description of Employees:** The agreement applies to all employees employed by Custom Transportable Buildings Kooragang Pty Ltd, located at 64 Greenleaf Road, Kooragang NSW 2304, who are engaged in the fabrication, finishing and installation of transportable buildings and work reasonably ancillary to the above, who fall within the coverage of the following awards: Metal, Engineering & Associated Industries (State) Award, Joiners (State) Award and the Engine Drivers, &c., General (State) Award.

**Nominal Term:** 12 Months.

**EA06/86 - Cleanaway Blacktown Depot (Blacktown Recycling, Penrith Recycling, Canada Bay and Hawkesbury Clean Up Contracts) Enterprise Bargaining Agreement 2005**

**Made Between:** Brambles Australia Limited t/as Cleanaway -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA04/3.

**Approval and Commencement Date:** Approved and commenced 21 February 2006.

**Description of Employees:** The agreement applies to all employees of Cleanaway, a division of Brambles Australia Limited, engaged at the Company's Blacktown depot and in the performance of the Blacktown Recycling, Penrith Recycling, Canada Bay and Hawkesbury Clean Up Contracts, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

**Nominal Term:** 36 Months.

**EA06/87 - Crown Employees (Teachers in TAFE Children's Centres) Salaries and Conditions Enterprise Agreement 2005**

**Made Between:** Crown in the Right of the State of New South Wales (Department of Education and Training) -&- the New South Wales Teachers Federation.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 7 February 2006 and commenced 22 August 2005.

**Description of Employees:** The agreement applies to all childhood teachers and early childhood directors, employed by Crown in the right of the State of New South Wales, located at 35 Bridge Street, Sydney NSW 2000, who fall within the coverage of the New South Wales TAFE Commission Teachers (TAFE Children's Centres) Salaries and Conditions Award.

**Nominal Term:** 36 Months.

**EA06/88 - Crown Employees (Institute Managers in TAFE) Salaries and Conditions Enterprise Agreement 2006**

**Made Between:** Crown in the Right of the State of New South Wales (Department of Education and Training) -&- the New South Wales Teachers Federation, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 7 February 2006 and commenced 1 January 2006.

**Description of Employees:** The agreement applies to all institute manager employed by the Crown in the right of the State of New South Wales located at 35 Bridge Street, Sydney NSW 2000, employed in the classification of institute manager, who fall within the coverage of the Crown Employees (Institute Manager in TAFE) Salaries and Conditions Award.

**Nominal Term:** 24 Months.

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