

Vol. 380, Part 1

29 July 2016

Pages 1 - 848



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

# CONTENTS

Vol. 380, Part 1

29 July 2016

Pages 1 - 848

	Page
Awards and Determinations -	
Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award	AIRC 1
Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2016	AIRC 36
Crown Employees (Fire & Rescue NSW Tradespersons) Award 2016	AIRC 68
Crown Employees (Independent Pricing and Regulatory Tribunal 2016) Award	AIRC 103
Crown Employees (NSW Police Force (Nurses')) Award 2016	AIRC 125
Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2016 Award	AIRC 136
Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award	VIRC 172
Crown Employees (Skilled Trades) Award 2016	AIRC 174
Crown Employees Wages Staff (Rates of Pay) Award 2016	AIRC 214
Health and Community Employees Psychologists (State) Award	AIRC 234
Health Employees' (State) Award	AIRC 242
Health Employees' Administrative Staff (State) Award	AIRC 260
Health Employees' Computer Staff (State) Award	AIRC 266
Health Employees' Conditions of Employment (State) Award	AIRC 270
Health Employees' Engineers (State) Award	AIRC 324
Health Employees' General Administrative Staff (State) Award	AIRC 329
Health Employees' Interpreters' (State) Award	AIRC 332
Health Employees' Medical Radiation Scientists (State) Award	AIRC 336
Health Employees' Pharmacists (State) Award	AIRC 355
Health Employees' Technical (State) Award	AIRC 360
Health Managers (State) Award	AIRC 366
Health Professional and Medical Salaries (State) Award	AIRC 378
Hospital Scientists (State) Award	AIRC 398
Local Government (State) Award 2014	VIRC 437
Local Government (State) Award 2014	VIRC 439
Local Land Services Award 2013	VIRC 440
NSW Health Service Health Professionals (State) Award	AIRC 446
Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2016	AIRC 462
Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2016	VIRC 489
Operational Ambulance Managers (State) Award	AIRC 490
Operational Ambulance Officers (State) Award	AIRC 520
Parliamentary Reporting Staff (Salaries) Award	AIRC 566
Public Hospital (Career Medical Officers) (State) Award	AIRC 573
Public Hospital (Training Wage) (State) Award	AIRC 605
Public Hospital Medical Officers Award	AIRC 615
Public Hospital Medical Physicists (State) Award	AIRC 650
Public Hospital Professional Engineers' (Bio-medical Engineers) (State) Award	AIRC 655
Public Hospital Residential Services Assistants (State) Award	AIRC 659

Public Hospitals (Medical Superintendents) Award	AIRC	662
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award	AIRC	687
Skilled Trades Staff - Department of Family and Community Services - Ageing, Disability and Home Care (State) Award 2016	AIRC	726
Staff Specialists (State) Award	AIRC	739
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award	AIRC	777
Transport for NSW Salaries and Conditions of Employment Award 2016	AIRC	786
Enterprise Agreements Approved by the Industrial Relations Commission		847

NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

*Printed by the authority of the Industrial Registrar*



---

**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

**PRESIDENT**

The Honourable Justice M. J. WALTON\*

**MEMBERS**

The Honourable Deputy President R. W. HARRISON†

The Honourable Acting Justice P. KITE‡

Commissioner I. TABBAA AM

Commissioner J. D. STANTON

Commissioner P. J. NEWALL

Commissioner J. V. MURPHY

**ACTING INDUSTRIAL REGISTRAR**

Mr J. WISEMAN

---

\* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act 1996*.

† Pursuant to clause 10A of Schedule 2 of the *Industrial Act 1996*.

‡ Pursuant to clause 3 (6) of Schedule 2 of the *Industrial Act 1996*.



# AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00199959)

Before Commissioner Murphy

7 July 2016

## AWARD

### 1. Arrangement

This Award is arranged in the following manner:

#### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives Of The Award
3.	Definitions
4.	Employees' Duties
5.	Work Arrangements
6.	Wages
7.	Hours Of Duty
8.	Roster Of Hours
9.	Overtime
10.	Time Off In Lieu Of Overtime
11.	Accrual Of Additional Days Off (ADOS)
12.	Penalty Rates For Shift Work And Weekend Work
13.	Promotion And Vacancies
14.	Appointment Of Officers
15.	Termination Of Employment
16.	Travelling Time And Expenses
17.	Relieving Other Members Of Staff
18.	Flexible Work Practices
19.	Annual Leave
20.	Annual Leave Loading
21.	Public Holidays
22.	Family And Community Services Leave and Personal/Carer's Leave
23.	Maternity, Adoption And Parental Leave
24.	Study Leave
25.	Trade Union Leave
26.	Long Service Leave
27.	Sick Leave
28.	Climatic And Isolation Allowance
29.	Benefits Not To Be Withdrawn
30.	Payment And Particulars Of Wages
31.	Issues Resolution
32.	Union Subscriptions
33.	Union Noticeboards
34.	Anti-Discrimination



35. Reasonable Hours
36. Salary Sacrifice To Superannuation
37. Salary Packaging
38. No Extra Claims
39. Area, Incidence And Duration

#### PART B - MONETARY RATES

40. Classification Structure
41. Climatic and Isolation Allowance

### 2. Objectives of the Award

- a. The Parties agree to work co-operatively and positively to facilitate implementation of the programs and initiatives set out below:
  - i. service delivery reform and change and associated workforce reform, within the Ambulance Service of New South Wales;
  - ii. better management of overtime and sick leave; and
  - iii. to achieve a targeted reduction in the number and average cost of workers compensation claims and in sick leave and work cooperatively to improve return to work programs and the rate of successful return of injured employees to work
- b. The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 31, Issues Resolution, of this Award. The Parties acknowledge their wider social obligations and will consider their actions in this context.

### 3. Definitions

‘Ministry’ means the NSW Ministry of Health.

‘The Service’ means the Ambulance Service of New South Wales.

‘Administrative and Clerical Employee’ means an employee of the Service who is employed pursuant to this Award.

‘Employee’ means an Administrative & Clerical employee of the Service who is employed pursuant to this Award.

‘Day Worker’ means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days between 6.00 a.m. and at or before 10.00 a.m. inclusive.

‘Permanent Part-Time Employee’ means a person appointed in accordance with clause 18 (a) of this Award.

‘Shift Worker’ means an employee who is not a day worker as defined.

‘Union’ means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

‘Accustomed Place of Work’ means the location where an employee is regularly required to commence duty by the Service.

### 4. Employees’ Duties

- a. The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employees’ skills, competence and training consistent with the employees’ classification provided that such duties are not designed to promote de-skilling.

- b. The Service 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 in the use of such tools and equipment.
- c. Any direction issued by the Service pursuant to sub-clauses (a) or (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- d. The application of sub-clause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

#### **5. Work Arrangements**

- a.
  - i. It is the view of the Service that a position description and a performance appraisal system should be developed for each of the classifications set out in clause 40, Classification Structure, of this Award.
  - ii. The Service will consult with the Union regarding the effect that position descriptions and the performance appraisal system will have on employees who are members of the Union.
- b. Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- c. The parties agree that there will be no forced transfers as a result of the implementation of sub-clause (b) of this clause.
- d. Any proposal that will significantly affect employees who are members of the Union covered by this Award will be the subject of genuine consultation between the parties.
- e. Any dispute arising from the operation of this sub-clause will be dealt with in accordance with clause 31, Issues Resolution, of this Award.

#### **6. Wages**

- a. Employees shall not be paid less than the minimum wages for their classification as set out in clause 40, Classification Structure, of this Award.
- b. The Service may, at its discretion, pay an employee any amount over and above the minimum wages as it sees fit.

#### **7. Hours of Duty**

- a. 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 should commence between the hours of 6.00am and 10.00am.
- b. 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.
- c. 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.
- d. The hours of work prescribed in sub-clauses (a) and (b) shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle.

- e. The employees' allocated day off duty, arising out of sub-clause (d) shall be determined by mutual agreement between the employee and the Service having regard to the needs of the Service.
- f. Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (d) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- g. Employees in a work unit or location may agree that the ordinary hours of duty will be worked over nine days in a fourteen day cycle (a nine day fortnight). Agreement by the Service to this nine day fortnight working arrangement, in each case, shall be dependent upon the operational requirements of the Service.
- h. Where agreement cannot be reached, to work a nine day fortnight in accordance with sub-clause (g) in any area or location, the employee or employees concerned, or the Union may raise the issue with the appropriate manager, that is the General Manager, Corporate Services or the General Manager, Operations. They shall review the decision and, if it is considered appropriate to meet the operational requirements of the Service, may approve a nine day fortnight.
- i. Where an employee's allocated days off duty falls on a public holiday as prescribed by clause 21, of this Award, the next working day shall be taken in lieu thereof.
- j. All time worked between the normal starting and normal ceasing time each day shall be at ordinary rates of pay.
- k. A period of twenty minutes shall be allowed to employees for a work break and such period shall be included in the ordinary hours of work.
- l.
  - i. Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal break, provided that where an employee is called upon to work for any portion of his or her meal break such time shall count as part of his or her ordinary working time.
  - ii. The provision of paragraph (j) of this sub-clause shall not apply to employees employed in one of the Services Operations Centres who work their ordinary roster of hours on a straight shift basis  
(i.e. a shift that does not include a meal break).
- m. Where practicable, employees shall not be required to work more than five (5) hours without a work/meal break.

## **8. Roster of Hours**

- a. The ordinary hours of duty prescribed by clause 7, Hours of Duty, of this Award, shall be worked according to rosters which shall be exhibited at least fourteen (14) days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or twenty eight (28) days whichever is the greater.
- b. There shall be a minimum break of eight (8) hours between rostered shifts except in case of an emergency or agreement between the Service and the employee.
- c. The roster of an employee may be altered by the Service at any time during the agreed roster period upon the provision of at least seven (7) days notice or less than seven (7) days in the event of an emergency eg. Sick leave, Family and Community Service Leave etc.
- d. A day off duty shall be twenty-four (24) hours.

- e. Where an employee is rostered to an allocated day off that day is to be shown on the roster.
- f. The rosters of employees shall provide for an equitable distribution of Saturday and Sunday work between employees working the same agreed roster.
- g. The provisions of this clause do not apply to Day Workers.
- h. Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 31, Issues Resolution, of this Award.

## **9. Overtime**

- a. Employees are expected to work reasonable overtime in accordance with Clause 35, Reasonable Hours of this Award.
- b. All time worked by employees outside the ordinary hours in accordance with clause 7, Hours of Duty, of this Award, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on a 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.
- c. An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Service unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- d. Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.
- e. The employer must have processes in place for the formal release of employees from recall duty.
- f. Employees who are not formally released and who are recalled again during the two hour minimum payment period are not entitled to any additional payment until the expiration of the two hour period.
- g. Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the two hour minimum payment period, shall be entitled to another two hour minimum payment.
- h. Employees required to work overtime after leaving the employer's premises to provide a technology support resolution remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- i. When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- j. An employee who works so much overtime:
  - i. between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or
  - ii. on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift:

shall, subject to this sub-clause, be released after completion of such overtime until he or 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 the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- k. 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.
- l. All overtime worked by shift workers on Saturdays, Sundays and Public Holidays shall be paid for at the appropriate overtime rate prescribed in sub-clause (b) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.
- m. The Conditions of Employment relating to Overtime for employees covered by this Award are to be determined by reference to the "New South Wales Ambulance Service Administrative and Clerical

Agreement, 1988" and the "Ambulance Service of New South Wales Administration and Staff Clerical Enterprise Agreement, 1994" and all variations thereof. This provision only applies to those employees covered by this Award who were employees of the Service immediately prior to 1 July 1998.

#### **10. Time Off in Lieu of Overtime**

- a. The parties agree that any employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- b. This agreement is subject to the following provisos:
  - i. Time off in lieu must be taken within three months of it being accrued at ordinary rates;
  - ii. The option of taking time off in lieu is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu but employees working in other locations and settings within the Service may not;
  - iii. Employees cannot be compelled to take time off in lieu of overtime; and
  - iv. Records of time off in lieu owing to employees and taken by employees must be maintained.
- c. Where an employee is unable to take time off in lieu of overtime within three months of it being accrued the time so accrued shall be paid out at the overtime rate applicable at the time of payment.

#### **11. Accrual of Additional Days Off (ADOs)**

- a. The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOs) as measured at any one point in time, which accrue in accordance with clause 7, Hours of Duty of this Award. This limit on the accumulation right means that any employee who has a current accumulation of three ADOs must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.
- b. This agreement is subject to the following provisos:
  - i. Employees cannot be compelled to accumulate their ADOs. It is merely an option available to employees.
  - ii. This option of accumulation of ADOs is subject always to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service

- may be permitted to accumulate ADOs but employees working in other locations and settings within the Service may not.
- iii. The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the service needs during periods when employees are utilising their accumulated ADOs.
  - iv. Any ADOs accumulated but not taken as at the date of termination shall be paid out.
  - v. The accumulation of ADOS should not apply to employees who have elected to work a nine day fortnight in accordance with subclause (f) of clause 7, Hours of Duty.
- c. Further to the above, the parties agree that ADOs, whether accrued in accordance with clause 7, Hours of Duty, of this Award, or subclause (i) above, can be taken at a mutually convenient time to the Service and the employee.

### **12. Penalty Rates for Shift Work and Weekend Work**

- a. Shift workers working afternoon or night shift shall be paid the following percentage in addition to the ordinary rate for such shift:
- Afternoon shift -
- Commencing at 10 a.m. and before 1 p.m. - 10 per cent  
Commencing at 1 p.m. and before 4 p.m. - 12.5 per cent
- Night shift -
- Commencing at 4 p.m. and before 4 a.m. - 15 per cent  
Commencing at 4 a.m. and before 6 a.m. - 10 per cent
- b. Employees 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 an not cumulative upon the shift premiums prescribed in sub-clause (a) of this clause.

### **13. Promotion and Vacancies**

- a. Advertisement of vacant promotional positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- b. Promotion shall be on the basis of merit.
- c. The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

### **14. Appointment of Officers**

- a. All employees shall be appointed on probation for a period of six months from the date of their appointment or re-appointment to the Service.
- b. An employee engaged under this Award shall be engaged as a Full Time employee, a Permanent Part Time employee and/or a Temporary employee.
- c. Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.

**15. Termination of Employment**

- a. Employment shall be terminated by one (1) week notice in writing by either party or by the giving or forfeiting, as the case may be, of one (1) week's wages in lieu of notice.
- b. The provisions of subclause (a) of this clause does not limit the Service's right to terminate an employee's employment without notice or payment in lieu of notice in the event of misconduct of the employee.
- c.
  - i. Employees with a credit of hours accrued towards an allocated day/s off duty shall be paid for such accrual upon termination.
  - ii. Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall be paid such accrual upon termination.
  - iii. Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall reimburse the Service for such accrual upon termination.
  - iv. Employees with a credit of hours accrued as a result of optioning for time off in lieu of overtime in accordance with sub-clause (a) of clause 10, Time Off in Lieu of Overtime, of this Award shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- d. The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

**16. Travelling Time and Expenses**

- a.
  - i. Where an employee is directed to report for duty to a place of work other than the employees accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to travel to and from the employees accustomed place of work.
  - ii. 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 by the Service.
  - iii. Where the employee is required to report to an alternative place of work and has the prior approval of the Service to travel by his or 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 the specified journey rate as prescribed from time to time by the Ministry.
- b.
  - i. Where the Service has determined that an employee should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and their representative prior to notice of changed accustomed place of work being given.
  - ii. The Service shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purposes of this sub-clause "reasonable notice" shall be 28

days prior to the date the employee is first required to report to the new accustomed place of work.

- iii. Where the accustomed place of work is changed on a permanent basis by the Service, the employee shall report to the new accustomed place of work on the date.

#### **17. Relieving Other Members of Staff**

- a. Subject to the provision of subclause (b) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the duties and assumes the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- b. The payment shall be made on the following basis:
  - i. Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position relieved is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
  - ii. Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.
- c. This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.

#### **18. Flexible Work Practices**

- a. Permanent part-time employee
  - i. A permanent part-time employee means an employee who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty-two (32) hours per week except in emergency or urgent circumstances.
  - ii. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in clause 40, Classification Structures, of this Award a minimum payment of two (2) hours for each start.
  - iii. Other than as set out in this clause, a permanent part-time employee is entitled to the terms of employment set out in this Award, calculated on a pro-rata basis, in the same proportion as the part-time hours bear to the full-time ordinary hours.
  - iv. Employees engaged under this clause shall not be entitled to allocated days off.
  - v. All time worked by permanent 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 unit or section concerned shall be paid for at the rate of time and one-half.
  - vi. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift 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. Notwithstanding the provisions of this clause, the Service and the Union may agree in writing, to observe other conditions in order to meet special cases.
- b. Temporary employee



- i. A temporary employee is one engaged for a set period not exceeding thirteen (13) weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen (13) weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine requirements of the Service, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
  - ii. A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 40, Classification Structures, of this Award, provided that this sub-clause shall cease to apply upon:
    - a. the said period of engagement being extended after the said period of thirteen (13) weeks;
    - b. the employer and the employee agreeing during the said period of thirteen (13) weeks, that the employee shall be employed on a permanent part-time or full-time basis.
  - iii. For entitlement for payment in respect of annual leave, see Annual Holidays Act 1944.
- c. Shift Changes
- i. Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
  - ii. When the shift is swapped back it shall be for the same duration as the shifts previously swapped so as to ensure each employee maintains a thirty eight (38) hours per week average.
  - iii. Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- d. Secure Employment
- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
  - (b) Casual Conversion
    - (i) 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 six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
    - (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
    - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses

an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the

same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a

specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## 19. Annual Leave

- a. As per the Annual Holidays Act, 1944, as amended from time to time.
- b. In addition to the leave provided for by subclause (a) of this clause, seven-day shift workers, (that is, shift workers who are rostered to work regularly on Sundays and Public Holidays), shall be allowed one week's leave; provided that if during the year of employment an employee has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.
- c. Except as otherwise provided in this sub-clause, the entitlement to the additional one week's leave shall be treated for all purposes (including termination), as an entitlement under the Annual Holidays Act, 1944.
- d. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.

**20. Annual Leave Loading**

- a. In this clause the Annual Holidays Act, 1944, is referred to as "The Act".
- b. Before an employee is given and takes his or her annual holidays or, where by agreement between the Service and employee the annual holidays is given and taken in more than one separate period, then before each of such separate periods, the Service shall pay the employee a loading determined in accordance with this clause. (Note: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f)).
- c.
  - i. The annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
  - ii. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave Loading entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- d. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note: See sub-clause (f) as to holidays taken wholly or partly in advance).
- e. The loading is the amount payable for the period or the separate period, as the case may be, stated in sub-clause (f) at the rate of seventeen and one half percent of the appropriate ordinary weekly rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Award.
- f. No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the Award rates of wages payable on that day. This sub-clause applies where an annual holiday has been taken wholly or partly in advance.
- g.. Where an employee terminates his or her service or where and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday for which he or she became entitled, he or she shall be paid a loading calculated in accordance with sub-clause (d) for the period not taken.
- h. Where the employment of an employee is terminated by his or her Service for a cause other than misconduct, he or she shall be paid a loading calculated in accordance with sub-clause (d) for the period not taken where at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled.
- i. Where the employment of an employee is terminated by his or her Service for other than misconduct, he or she shall be paid a loading calculated at seventeen and one half percent of all payment due to him or her under the Annual Holidays Act, 1944, where at the time of termination the employee has not become entitled to an annual holiday.

**21. Public Holidays**

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

- ii. For the purposes 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, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State shall be holidays for the purpose of this Award.
  - iii. Shift workers rostered off duty on a public holiday shall:
    - a. be paid one day's pay in addition to the weekly rate; or if the employee so elects,
    - b. have one day added to his or her period of annual leave.
  - iv. The election referred to in paragraph (iii) of this sub-clause 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.
- b.
- i. In addition to those public holidays specified in subclause (a)(ii) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and the Service and shall be regarded for all purposes of this clause, as any other public holiday.
  - ii. The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in subclause (a)(ii) is proclaimed and observed as a public holiday for the area, and will not apply to those areas where, in each year, at least two half days, in addition to the ten named public holidays specified in sub-clause (a)(ii), are proclaimed and observed as half public holidays.
  - iii. Provided further, that in areas where each year, only one half day, in addition to the ten named public holidays specified in sub-clause (a)(ii) is proclaimed and observed as a half day 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 sub-clause apply, will be observed.
- c. Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in such towns or cities. Equivalent payment means double time and one half.

Where a shift workers rostered day off falls due on such day, he or she shall be paid, in addition to their appropriate rate of pay, an extra day or half-days pay at ordinary rates whichever is applicable.

## **22. Family and Community Services Leave and Personal/Carers' Leave**

Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.

### **A. FACS Leave**

#### **(a) FACS Leave - General**

- (i) For the purpose of this clause relating to FACS leave: "relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (ii) A manager may grant FACS leave to an employee:
  - (1) to provide care and/or support for sick members of the employee's relatives or household; or
  - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
  - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
  - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (iii) FACS leave replaces compassionate leave.
- (iv) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive Officer or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(b) FACS Leave - entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to an employee is:
  - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
  - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) For the purposes of calculating entitlements under (b)(i)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. For shift workers the rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on

20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (iii) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (a) (i) of Part A of this clause.

- (d) Use of other leave entitlements

A manager may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## **B. Personal/Carer's Leave**

- (a) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) Use of sick leave to care for the person concerned - entitlement

- (i) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the employee being responsible for the care and support of the person concerned; and

- (2) the person concerned being as defined in subclause (a) of Part B of this clause.
- (ii) Other than an employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
  - (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
  - (iv) A manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
  - (v) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
  - (vi) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
  - (vii) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
  - (viii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
  - (ix) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (c) Use of other leave entitlements
- An employee may elect, with the consent of the employer, to take:
- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
  - (ii) long service leave; or
  - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of Part B of this clause.
- (d) Time off in lieu of payment of overtime
- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
  - (ii) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.



- (iii) If, having elected to take time as leave in accordance with (d)(i) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
  - (iv) Where no election is made in accordance with paragraph (d)(i) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (e) Use of make-up time
- (i) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 7 and 8 of this Award, at the ordinary rate of pay.
  - (ii) An employee on shift work may elect, with the consent of the employer, to work "make- up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

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

This clause is to be read in conjunction with the Service's Standard Operating Policy 2007-026 or subsequent replacement Standard Operating Policies as issued by the Service.

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

- (a) Eligibility for Paid Maternity Leave
- (i) Full time employees  
Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.
  - (ii) Permanent part-time employees  
Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.
  - (iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:
    - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
    - (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.
- (b) Entitlements to Paid Maternity Leave

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
  - (ii) 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 (28) 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.
  - (iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (c) Entitlements to Unpaid Maternity Leave
- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
  - (ii) Full time or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (d) Applications for Maternity Leave
- (i) An employee who intends to proceed on maternity leave should formally notify their manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
    - (1) The intention to proceed on maternity leave;
    - (2) The expected date of birth certified by a medical practitioner;
    - (3) The period of leave to be taken;
    - (4) The date on which maternity leave is to commence;
    - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
    - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.
- (e) Applications for Further Maternity Leave
- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
  - (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) 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.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. 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. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) 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.
- (v) Except in the case of employees who have completed ten (10) 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 (10) years service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.

- (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, ie. 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.
- (i) **Illness Associated with Pregnancy**
- (i) 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 any sick leave without pay.
- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave**
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **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 or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. 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.
- (n) **Right to Return to Previous Position**
- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) 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 and/or qualified.
- (o) **Portability of Service for Paid Maternity Leave**
- When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

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 2 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.)

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

## **B. Adoption Leave**

### (a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

#### Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

#### Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
  - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
  - (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

### (b) Entitlements

#### (i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from 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 (28) 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.

(ii) 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.

(c) Applications for Adoption Leave

(i) 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, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.

(ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave Same provisions as maternity leave.

(e) Variations of Adoption Leave Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(h) Right to Return to Previous Position Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave Same provisions as maternity leave.

**C. Parental Leave**

(a) Eligibility for Parental Leave

(i) Full time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(iii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:
  - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
  - (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) 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:

- (i) 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).
- (ii) 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.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

- (i) 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.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. 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.
- (iii) 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.

- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - if applicable, the period of any maternity leave sought or taken by his spouse, and
  - that they are seeking the period of extended parental leave to become the primary caregiver of the child.
- (d) Variations of Parental Leave
  - Same provisions as maternity leave.
- (e) Staffing Provisions
  - Same provisions as maternity leave.
- (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.
  - Same provisions as maternity leave.
- (g) Right to Return to Previous Position Same provisions as maternity leave.
- (h) Portability of Service for Paid Parental Leave Same provisions as maternity leave.

#### **D. Right To Request**

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;
    - to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
  - (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
  - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.



**E. Communication During Leave**

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

**24. Study Leave**

Employees shall be granted Study Leave on such terms and conditions prescribed by the Services Standard Operating Policy 2007-077 as amended by the Service from time to time.

**25. Trade Union Leave**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Ministry's Policy Directive PD2014\_029 as amended from time to time.

**26. Long Service Leave**

- a. Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the Government Sector Employment Act 2013, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- b. Where an employee has accrued a right to an allocated day of 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.

**27. Sick Leave**

- a. Full-time employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Service (which may include a statutory declaration) be entitled to sick leave as follows:
- i. For service prior to 1 July 1985, five (5) days sick leave during the first year of service and eight (8) days' sick leave for the second and subsequent years of service, and
  - ii. For service from 1 July 1985, ten (10) days sick leave during each year of service, provided that any employee employed prior to 1 July 1985 shall not be entitled to accrue sick leave at the rate referred to in this paragraph until the employee's first anniversary date on or after 1 July 1985.
  - iii. All sick leave referred to in this sub-clause shall be granted on full pay.

- iv. Each day of sick leave shall be equal to the number of hours an employee works in a normal rostered shift. This sub-clause shall only apply to Operations Centre Communications Assistants.
- b. An employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- c. The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Service until the employee completes such three months of employment at which time the payment shall be made.
- d. An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that the Service shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay. If the Service pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- e. If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- f. Permanent part-time employees shall, subject to the provisions of this clause, be entitled to proportionate amount of sick leave. The amount of sick leave to which a permanent part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees; as permanent part-time employee's normal ordinary hours of work for a week during such year would be borne to full-time employee's normal weekly hours of work.
- g. Service before the date of this Award shall be counted for the purpose of assessing the annual sick leave entitlement but accumulated leave at the credit of the employee at the commencement of this Award will not be increased or reduced by the operation of this clause.
- h. If an agreed holiday occurs during an employee's absence on sick leave then such agreed holiday shall not be counted as sick leave.

#### **28. Climatic and Isolation Allowance**

- a. Subject to sub-clause (b) of this clause, employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in clause 41, Climatic and Isolation Allowance, of this Award 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 town in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- b. Employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified shall be paid an allowance specified in clause 41, Climatic and Isolation Allowance, of this Award, 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 (Victoria) and thence to the following town in the order stated, namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- c. The allowances prescribed by this clause are not cumulative.
- d. 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.

### 29. Benefits Not to Be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

### 30. Payment and Particulars of Wages

- a. Wages shall be paid fortnightly by electronic transfer.
- b. On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime together with separate details of all deductions.
- c. Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- d. 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 except where agreement as to another method of payment has been reached between the Union and the Service due to the isolation of a workplace. Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal no later than pay day provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four (24) hours of the Service making their deposits with such financial institutions but in such cases the Service shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- e. Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
  - (i) Underpayment
    - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
  - (ii) Overpayment
    - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
    - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
    - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
    - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
    - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(3) above,

the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### **31. Issues Resolution**

- a. The parties must:
  - i. use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and individual employees; and
  - ii. abide by the procedures set out in this clause to resolve any issue which might arise; and
  - iii. place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- b. In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
  - i. the interpretation, application or operation of this Award; or
  - ii. any allegation of discrimination in employment within the meaning of the Anti Discrimination Act 1977 which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- c. Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of the employee(s).
- d. If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days
- e. If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods may be agreed.
- f. If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the Industrial Relations Act 1996, to the Industrial Relations Commission for its assistance in resolving the issue.
- g. The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- h. Throughout all the stages of these procedures adequate records must be kept of all discussions.
- i. These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **32. Union Subscriptions**

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

### **33. Union Noticeboards**

Each Workplace 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.

### **34. 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 responsibilities as a carer.
- b. It follows that in fulfilling their obligations under the issues 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, has a direct or in direct 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.
- d. Nothing in this clause is to be taken to affect:
  - i. any conduct or act which is specifically exempted from anti-discrimination legislation;
  - ii. offering or providing junior rates of pay to persons under 21 years of age;
  - iii. 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. a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

### **35. Reasonable Hours**

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (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 subclause (ii) what is reasonable 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.

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

- (i) Notwithstanding the salaries prescribed in Clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause 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 together with any salary packaging arrangements under Clause 37, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 6, Wages, of the award to the same extent as applied before the employee sacrificed that amount of 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. Salary Packaging**

1. By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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 6, Wages and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
6. 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.

7. 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.
8. 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.
9. 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. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### **39. Area, Incidence and Duration**

- a. This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- b. This Award replaces and rescinds the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award published 14 August 2015 (377 I.G. 1303) and all variations thereof.
- c. This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittees.

## **PART B**

### **40. Classification Structure**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	01/07/2016 (2.5%) p/w
Administrative Assistants - Junior	
At 16 Years	\$651.10
At 17 Years	\$680.00
Administrative Assistant - Grade 1	
1st Year	\$729.30
2nd Year	\$745.00
3rd Year	\$764.00
4th Year	\$797.50
5th Year	\$825.50
Administrative Assistant - Grade 2	
1st Year	\$855.60
2nd Year	\$875.50
3rd Year	\$889.70
4th Year	\$910.10
Administrative Assistant - Grade 3	
1st Year	\$927.00
2nd Year	\$951.40



3rd Year	\$991.60
4th Year	\$1,013.20
Administrative Assistant - Grade 4	
1st Year	\$1,036.00
2nd Year	\$1,057.80
3rd Year	\$1,080.20
4th Year	\$1,102.80
Pay Clerks - Grade 3/4	
1st Year	\$1,061.40
2nd Year	\$1,153.60
Pay Clerk - Senior	
1st Year & Thereafter	\$1,216.00
Senior Administrative Assistant - Grade 1	
1st Year	\$1,124.30
2nd Year	\$1,151.60
Senior Administrative Assistant - Grade 2	
1st Year	\$1,186.50
2nd Year	\$1,216.00
Senior Administrative Assistant - Grade 3	
1st Year	\$1,256.30
2nd Year	\$1,287.50
Administrative Officer - Grade 1	
1st Year	\$1,335.20
2nd Year	\$1,371.30
Administrative Officer - Grade 2	
1st Year	\$1,393.90
2nd Year	\$1,431.00
Administrative Officer - Grade 3	
1st Year	\$1,477.00
2nd Year	\$1,522.50
Senior Administrative Officer - Grade 1	
1st Year	\$1,583.40
2nd Year	\$1,629.50
Senior Administrative Officer - Grade 2	
1st Year	\$1,680.30
2nd Year	\$1,731.10
Computer Operator - Grade 1	
1st Year	\$874.30
2nd Year	\$896.60
3rd Year	\$931.30
4th Year	\$954.70
Computer Operator - Grade 2	
1st Year	\$962.20
2nd Year	\$1,021.70
3rd Year	\$1,057.10
Computer Programmer	
1st Year	\$1,253.80
2nd Year	\$1,332.50
3rd Year	\$1,473.20
4th Year	\$1,580.40
Operations Centre Communications Assistants	
Trainee	\$1,021.70
1st Year	\$1,088.70
2nd Year	\$1,112.60
3rd Year	\$1,135.80
4th Year	\$1,160.00

Operations Centre Assistant Supervisor	
1st Year	\$1,104.20
2nd Year	\$1,127.60
3rd Year	\$1,151.40
4th Year	\$1,175.20
Operations Centre Senior Supervisor	
1st Year	\$1,198.20
2nd Year	\$1,227.70
Quality Support Coordinator	
1st Year	\$1,477.00
2nd Year	\$1,522.50

#### 41. Climatic and Isolation Allowance

The rates in table below are effective from the first pay period commencing on or after the date shown

Clause References Description	Rate at 01/07/2016	\$ per week
28(a)	Climatic and Isolation Allowance	4.60
28(b)	Climatic and Isolation Allowance	9.20

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) WAGES STAFF AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 2016/00170580)

Before Commissioner Tabbaa

22 June 2016

### **AWARD**

#### **PART A**

##### **1. Arrangement of Award**

Clause No.	Subject Matter
------------	----------------

##### PART A

- |     |   |
|-----|---|
| 1.  | Arrangement of Award                    |
| 2.  | Definitions                             |
| 3.  | Parties                                 |
| 4.  | Incidence and Period of Operation       |
| 5.  | Workplace Reform                        |
| 6.  | Categories of Employment                |
| 7.  | Rates of Pay                            |
| 8.  | Pay Arrangements                        |
| 9.  | Hours of Work                           |
| 10. | Career Development and Training         |
| 11. | Rostered Days Off                       |
| 12. | Performance Management                  |
| 13. | Relocation Package                      |
| 14. | Leave                                   |
| 15. | Grievance and Dispute Resolution        |
| 16. | Anti-Discrimination                     |
| 17. | Consultative Arrangements               |
| 18. | Deduction of Union Subscriptions        |
| 19. | Private Use of Business Vehicles        |
| 20. | Workplace Representatives               |
| 21. | Relationship to Awards, Agreements etc. |
| 22. | Award Safety Net                        |
| 23. | Leave Reserved                          |
| 24. | Assistance with Public Transport        |
| 25. | No Extra Claims                         |

Appendix One - Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities of Staff Members

Appendix Two - Survey and Spatial Information

Appendix Three - Apprentices

Appendix Four - Competency Based Promotion

##### PART B - RATES, AND ALLOWANCES

**RATES**

Table 1 - Wages Classification and Salary Schedules

Table 2 - Survey and Spatial Classification and Salary Schedule

Table 3 - Apprentices Classification and Salary Schedule

**ALLOWANCES**

Conditions of Employment – Allowances

**2. Definitions**

- 2.1. "Department" and "employer" means the NSW Department of Finance, Services and Innovation.
- 2.2. "Secretary" means the Secretary of the NSW Department of Finance, Services and Innovation.
- 2.3. "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the NSW Department of Finance, Services and Innovation.
- 2.4. "Award" means any award made pursuant to the provisions of the Industrial Relations Act 1996.
- 2.5. "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the Industrial Relations Act 1996, filed with the Industrial Registrar.
- 2.6. "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the Industrial Relations Act 1996.
- 2.7. "Industrial Authority" means the Public Service Commission, as constituted under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014.
- 2.8. "Union" means the:

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

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch

Electrical Trades Union of Australia, New South Wales Branch;

The Australian Workers' Union, Greater New South Wales Branch;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

Transport Worker's Union of Australia, New South Wales Branch;

having regard to their respective coverage.

- 2.9. "WH&S" means work, health and safety as defined by the Work, Health and Safety Act 2011 (NSW).

**3. Parties**

- 3.1. This Award has been made pursuant to Section 10 of the Industrial Relations Act 1996 by the following parties:

The Department of Finance, Services and Innovation.

Secretary of the Treasury

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Plumbers Union NSW

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, Greater New South Wales Branch

Australian Manufacturing Workers' Union

Transport Worker's Union of Australia, New South Wales Branch.

#### **4. Incidence and Period of Operation**

- 4.1. This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2. This award shall take effect from the first full pay period to commence on or after 1 July 2016. This award remains in force until 30 June 2017 or until varied or rescinded.
- 4.3. The contents of this Award may be varied in accordance with Section 17 of the Industrial Relations Act 1996.
- 4.4. This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2015 published 27 November 2009 (369 I.G. 702), as varied.

#### **5. Workplace Reform**

- 5.1. The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.
- 5.2. Workplace Reform includes:
  - 5.2.1. consultation with the parties on implementation.
  - 5.2.2. ensuring equal employment opportunity and recognition of merit.
  - 5.2.3. an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.
  - 5.2.4. the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.
  - 5.2.5. the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.
  - 5.2.6. benchmarking against comparative private sector organisations.
  - 5.2.7. making changes to working arrangements through consultation and cooperation.
  - 5.2.8. workplace communication to ensure there is a clear and common understanding of Department's objectives.

- 5.2.9. innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

## **6. Categories of Employment**

- 6.1. The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:
- 6.1.1. for a specified term ("temporary employee"); or;
  - 6.1.2. for the duration of a specified task ("temporary employee"); or
  - 6.1.3. for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").
- 6.2. A person may be engaged as an employee on a full-time or part-time basis.
- 6.3. At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including:
- 6.3.1. the type of employment;
  - 6.3.2. whether a probationary period applies and, if so, the expected duration of the period;
  - 6.3.3. whether there are any citizenship or residency requirements that apply to the position;
  - 6.3.4. whether there are any formal qualifications or security, health or other clearances that are requirements of the position;
  - 6.3.5. if the person is engaged for a specified term, the relevant reason or purpose and the specified term;
  - 6.3.6. if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and
  - 6.3.7. a list of the main instruments governing the terms and conditions of their employment.
- 6.4. Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.
- 6.5. Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.
- 6.6. Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.
- 6.7. The written agreement of a full-time employee will be obtained before the employee's hours are varied.

## **7. Rates of Pay**

- 7.1. The classifications and salary rates are set out in Table 1 of Part B, Monetary Rates of this Award.
- 7.2. From the date specified in Part B the rates of pay set out under the heading shall be payable.

## **8. Pay Arrangements**

### 8.1. Fortnightly Payment

8.1.1. Employees shall be paid fortnightly.

8.1.2. The Department shall not keep more than five days pay in hand.

### 8.2. Leave Loading

8.2.1. Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

## 9. Hours of Work

9.1. Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.

9.2. Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.

9.3. Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.

9.4. Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.

9.5. Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.

9.6. Five hour break: an employee should not work for more than 5 hours without a break for a meal.

9.7. Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:

9.7.1. the prescribed weekly hours of duty;

9.7.2. the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.

9.7.3. the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.

9.7.4. the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.

9.8. Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

## 10. Career Development and Training

10.1. The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:

10.1.1. assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.

- 10.1.2. assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
  - 10.1.3. ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 10.2. The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.
- Approved training will be conducted without loss of pay.

### **11. Rostered Days Off**

- 11.1. Rostered Day Off (RDO) provisions, as provided by Clause 2. Hours - Day Workers of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.
- 11.2. The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.
- 11.3. This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.
- 11.4. There will be appropriate records kept of the date an employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

### **12. Performance Management**

- 12.1. The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

### **13. Relocation Package**

- 13.1. Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.
- 13.2. The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.
- 13.3. The scope of the package must be defined in broad terms at the time of acceptance of the new position.

### **14. Leave**

- 14.1. All Awards, Agreements and Determinations relating to leave continue to apply to employees with the exception of the subclauses set out below.
  - 14.1.1. Annual Leave Loading

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).



#### 14.1.2. Family And Community Service Leave

The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

Such cases may include but not be limited to the following:

Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;

Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and

Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

The definition of "family" or "relative" in this clause is the same as that provided in paragraph 26.1 of clause 26 Carer's Leave of the Crown Employees (Skilled Trades) Award.

The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:

2½ of the staff member's working days in the first year of service and on completion of the first years' service, 5 of the staff member's working days in any period of 2 years; or

After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 26, Carer's Leave of the Crown Employees (Skilled Trades) Award shall be granted when paid family and community service leave has been exhausted.

A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

#### 14.1.3. Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

#### 14.1.4. Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 31 General Leave Conditions and Accidental Pay of the Crown Employees (Skilled Trades) Award; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

#### 14.1.5. Paid Maternity Or Adoption Leave

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

#### 14.1.6. Extended Leave After 7 Years' Service

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years' service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-7 of the Personnel Handbook.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years' service.

#### 14.1.7. Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, e.g., recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

#### 14.1.8. Public Holidays Whilst On Extended Leave

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

### 15. Grievance and Dispute Resolution

- 15.1. Subject to the provisions of the Industrial Relations Act 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 15.2. An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 15.3. The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 15.4. If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 15.5. If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 15.6. An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 15.7. Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department

shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 15.8. Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

#### **16. Anti-Discrimination**

- 16.1. It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.

- 16.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- 16.3. 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.

- 16.4. Nothing in this clause is to be taken to affect:

any conduct or act which is specifically exempted from anti-discrimination legislation;

offering or providing junior rates of pay to persons under 21 years of age;

any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 16.5. 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.

- 16.6. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- 16.7. 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."

#### **17. Consultative Arrangements**

- 17.1. The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.

- 17.2. The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.

- 17.3. The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 17.4. The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 17.5. Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

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

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

17.6. Mass Meetings

- 17.6.1. Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

### **18. Workplace Representatives**

- 18.1. Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.
- 18.2. Trade Union Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

### **19. Deduction of Union Subscriptions**

- 19.1. Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

### **20. Private Use of Business Vehicles**

- 20.1. Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

### **21. Relationship to Awards, Agreements Etc.**

- 21.1. This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.
- 21.2. In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award.

Clause 4 - Allowances

## **22. Award Safety Net**

- 22.1. If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.
- 22.2. Such higher rates shall be paid from the date ordered by the IRC.
- 22.3. Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.
- 22.4. The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

## **23. Leave Reserved**

- 23.1. Leave is reserved to any party to the award in relation to the following matters:
  - 23.1.1. The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.
  - 23.1.2. The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

## **24. Assistance With Public Transport**

- 24.1. The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.
- 24.2. Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

## **25. No Extra Claims**

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

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

**APPENDIX ONE**

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

Levels 1 to 6

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by the Department as being competent to work to Level 1 standard.	<p>An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate flexibly on a range of equipment and machinery, on which the employee has received training.</p> <p>Carry out labouring tasks from written or verbal instruction.</p> <p>Any other tasks at this level as directed in accordance with the employee's level of training.</p> <p>Assist other workers at this or other levels to the extent of their experience or training.</p>	An employee at this level will have or be acquiring basic labouring skills.	Be responsible for the quality of their work subject to close supervision.	Understands and applies WH&S requirements so as not to injure themselves or other workers.	An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training.

<p>2 (95%)</p>	<p>An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.</p>	<p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work</p> <p>Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>	<p>An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.</p>	<p>Be responsible for the quality of their own work subject to close supervision.</p>	<p>Understands and applies WH&amp;S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.</p>
--------------------	--	---	--	---	---	--

<p>3 (97.5%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p>	<p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p>	<p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p>	<p>A Level 3 employee understands and applies quality control techniques to their own work.</p>	<p>Understands and applies WH&amp;S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p>
----------------------	--	--	--	---	---	--



<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p>
---------------------	---	--	--	---	---	--

<p>5 (105%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
---------------------	--	--	---	---	--	--

<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
---------------------	--	--	---	---	---	---

Level 7 to 9

Level	Definition	Scope of Work	Responsibility
7 (115%)	An employee who is performing duties across more than one stream or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard.	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>
8 (120%)	An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&amp;S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&amp;S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
---------------------	---	--	---

Level 10

Level	Definition	Scope of Work
<p>10 (133% 135%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&amp;S requirements.</p> <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <p>Understands and applies quality assurance techniques.</p> <p>Possesses excellent interpersonal as well as oral and written communication skills.</p> <p>Exercises keyboard/computer skills in contract administration, job programming and estimating.</p> <p>Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.</p> <p>Is aware of WH&amp;S principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contracts.</p> <p>Is aware of and applies Equal Employment Opportunity principles.</p>	<p>Indicative of the tasks which an employee at this level may perform are:</p> <p>Understands and applies computer techniques as they relate to estimate and job control.</p> <p>Has a sound knowledge of the Department operations and procedures as they relate to project supervision and control.</p> <p>Possesses skills to enable the preparation of quantities for progress payments.</p> <p>Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.</p> <p>Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.</p> <p>Provide reports and assessment of work in progress, work ahead and general matters as required.</p> <p>Liaise with other sections of the Department, client Departments and Authorities as required.</p> <p>Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.</p> <p>Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.</p> <p>Recommend acceptance of quotations and issue of local orders within authorities as determined.</p> <p>Provide relief at Level 11 as required.</p> <p>Other duties as directed.</p>

Level 11 to 12

Level	Definition
<p>11 (139% 147%)</p>	<p>An employee who:</p> <ul style="list-style-type: none"> <li>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</li> <li>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&amp;S requirements.</li> </ul> <p>In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <ul style="list-style-type: none"> <li>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</li> <li>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</li> <li>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</li> <li>issue site instructions and recommend alternative construction methods, as necessary.</li> </ul> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&amp;S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>

Level	Definition
Level 12 (152% - 156%)	<p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, WH&amp;S, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>supervise staff at the Department Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including oversighting and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for the Department Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p>



**APPENDIX TWO****APPRENTICES**

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

**1. Leave**

Clause 15. - Leave of this Award shall have effect to the extent that it is inconsistent with Clause 30 - General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

**2. Wages - Refer to Part B Table 3****3. Fortnightly Payment**

Wages staff shall be paid fortnightly.

The Department shall not keep more than five days pay in hand.

**4. Electrical Trade Apprentices**

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under subclause 13.1 of this Award.

Apprentices to the electrical/electronic trades shall be paid Tool Allowance at the rate of \$44.20 per fortnight in lieu of the Crown Employees (Skilled Trades) Award provision.

**5. Building Trade Apprentices**

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of Part B - Allowances of this Award.

**6. All Purpose Payment in Lieu of Certain Allowances**

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all sub-clauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

2002

\$38.10 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$43.30 per fortnight for plumbing apprentices.

1.1.2003

\$39.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$45.00 per fortnight for plumbing apprentices.

1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$47.30 per fortnight for plumbing apprentices.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

### **APPENDIX THREE**

#### **COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4**

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

#### **BUILDING GROUP TRADES**

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

#### **ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:**

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately.)

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

#### HERITAGE SERVICES GROUP TRADES

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade, competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

#### ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

#### ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

Plumber (2 required)	Painter (2 of 3 required)	Stonemason (2 required)
Slatework Lead/Copper Work	Gold Leaf/Stencil Work Signwriting Glazing (measure, cut & fix)	Operate Factory Machines Work & Fix Complicated Stones
Electrician	Carpenter	Stone Cutters
Data Cabling	Glazing Rendering/Gyprock	Competent on all machines Competent Crane Operation

#### STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

#### LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

#### ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

Should a the Department Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A the Department Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

#### GENERAL

Should a the Department Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by the Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

The Department of Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

**PART B**  
**RATES & ALLOWANCES**

**Rates**

From 1 July 2016 the rates of pay set out under the heading From 1.7.2016 shall be payable. These rates represent a 2.50% wage increase from 1 July 2016.

**Table 1 - Wages Classification and Salary Schedules**

Classification		Rate per fortnight From 1.7.2016 \$
L1	(92%)	1,911.51
L2	(95%)	1,975.35
L3	(97.5%)	2,029.25
L4	(100%)	2,077.64
L5	(105%)	2,194.81
L6	(110%)	2,285.57
L7	(115%)	2,389.58
L8	(120%)	2,493.03
L9	(126%)	2,618.17
L10	(133%)	2,755.10
	(135%)	2,814.21
L11	(139%)	2,869.63
		2,958.16
	(147%)	3,065.88
L12	(152%)	3,161.13
	(156%)	3,253.61

Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.

- (2) Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award as follows:

	Rate per fortnight From 1.7.2016 \$
Stonemason-carvers	139.01
Electricians	139.01
Plumbers	21.97

- (3) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.

**Table 2 - Survey and Spatial Classification and Salary Schedules**

		From 1.7.2016 \$
L1	(92%)	1,815.37
L2	(95%)	1,884.39
L3	(97.5%)	1,935.82
L4	(100%)	1,981.97

**Table 3 - Apprentice Classification and Safety Schedules**

	From 1.7.2016 \$
1st year	1,010.21
2nd year	1,294.28
3rd year	1,626.54
4th year	1,858.45

**Allowances****Conditions of Employment - Allowances**

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees to simplify administration and provide consequent savings.

Specific conditions relating to;

Excess Fares and Travelling Time

Distant Work

Payment for Loss of Tools

Overtime

Tool Allowance

shall operate as provided by this clause.

**(1) Fares And Travelling Time**

An allowance of \$22.70 per day, comprising of \$13.60 for fares and \$9.10 for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.

An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.81 per kilometre.

An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

The provisions of Clause 16 - Dispute Resolution of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

## (2) Distant Work

The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

the completion of the project; or

within three months of its being worked; or

is paid at ordinary rates.

An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to a employee:

who leaves of their own free will; or

is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid also an amount of \$21.00 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work the Department shall provide reasonable board and lodging or pay an allowance of \$64.00 per day for each day residing away from the usual place of residence or \$447.10 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The employee shall inform the Department in writing of subsequent change to the usual place of residence.

If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

(3) Payment For Loss of Tools

- (a) An employee shall be reimbursed by the Department to a maximum of \$1628.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (b) Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

- (c) Provided that for the purposes of this subclause:

Only tools used by the employee in the course of their employment shall be covered by this subclause.

The employee shall, if requested to do so, furnish the Department with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.



## (4) Overtime

Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.

An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

## (5) Tool Allowance

Tool Allowances payable to Wages Staff shall be those set out in the following table:

Trade Description	Rate per fortnight \$
Carpenter/Joiner	58.20
Stonemason-carver	58.20
Stonemason	58.20
Plumber	58.20
Electrician	58.20
Plasterer	58.20
Bricklayer	41.60
Slater & Tiler	30.40
Painter	14.20

## (6) Thermostatic Mixing Valves Allowance

An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid \$0.65 per hour, while undertaking inspection and certification of thermostatic mixing valves.

## (7) Allowances Review

Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

## (8) All Purpose Payment in Lieu of Certain Allowances

The provisions of this subclause do not apply to:

Wages Staff employees Levels 9, 10, 11 and 12.

Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

From 5.7.2013

\$58.20 per fortnight for all Heritage and Building Services Group employees other than slaters, plumbers and plumbing apprentices.

\$65.47 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

(9) Driving Van Allowance

Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance of \$2.69 per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

I. TABBAA, Commissioner.

## **CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Case No. 2016/00173896)

Before Commissioner Murphy

24 June 2016

### **AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Payment of Wages
4.	Rates of Pay
5.	Parties Bound
6.	Savings of Rights
7.	Relationship to Acts/Awards for Apprenticeships
8.	Union Subscriptions
9.	Fleet Tradespersons Multi-skilling
10.	Additional Wage Rates
11.	Team Leader Allowance and Higher Duties
12.	Technician Allowance
13.	Authorised Heavy Vehicle Allowance
14.	On Call Allowance
15.	Trade Employees Working Together
16.	Tool Allowance
17.	Apprentice Tool Loan
18.	Fire Equipment Allowance
19.	Apprentice to Tradesperson
20.	Special Rates
21.	Maintenance of Existing Service and Personal Allowances
22.	Overtime and Penalty Rates
23.	Meal Allowance
24.	Travelling Time and Fares
25.	Travelling Expenses
26.	Annual Leave
27.	Annual Leave Loading
28.	Holidays
29.	Rostered Days Off
30.	Long Service Leave
31.	Sick Leave
32.	Bereavement Leave
33.	Clothing
34.	Insurance of Tools
35.	Procedure on Charge
36.	Higher Grade Pay

37. Anti-Discrimination
38. Term of Employment
39. Grievance and Dispute Resolution Procedures
40. Personal/Carer's Leave - August 1996
41. Maternity Leave
42. Parental Leave
43. Adoption Leave
44. Family and Community Service Leave
45. Trade Union Leave
46. Supplementary Labour
47. Salary Packaging Arrangements
48. Workplace Reform Program
49. Calculations
50. No Extra Claims
51. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances - from the Crown  
Employees (New South Wales Fire Brigades -  
Maintenance, Construction and Miscellaneous Staff)  
Award

Table 3 - Allowances - from NSW Fire Brigades Maintenance  
and Miscellaneous Staff Enterprise Agreement 2008

## PART A

### 1. Definitions

"Commissioner" means the Commissioner of Fire & Rescue NSW (FRNSW) holding office as such under the Government Sector Employment Act 2013.

The Industrial Relations Secretary means the employer for industrial purposes pursuant to the Government Sector Employment Act 2013.

"Discharge" means termination of service with FRNSW as a consequence of retrenchment, reorganisation or shortage of work or other reason for which the employer may not be entirely responsible.

"Dismissed" means termination of service with FRNSW for inefficiency, neglect of duty, or misconduct.

"Employee" means all persons who are permanently or temporarily employed under the Government Sector Employment Act 2013 and who, as at the operative date of this Award, occupy one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

"Fire Vehicle Repairer" this classification is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer.

"FRNSW" or "Employer" means Fire & Rescue NSW.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an employee is regularly required to work or from which the employee's work is directly controlled and to which the employee has been attached.

"Resignation" means voluntarily leaving the service of FRNSW.

"Skilled Trades Award" means the Crown Employees (Skilled Trades) Award.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

having regard for their respective coverage.

## 2. Hours

2.1 The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.

2.2 The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.

2.3 FRNSW may require an employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

2.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,

2.3.2 any risk to employee health and safety,

2.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,

2.3.4 the notice (if any) given by FRNSW regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or

2.3.5 any other relevant matter.

## 3. Payment of Wages

3.1 All wages shall be paid fortnightly and payment shall be into a bank account specified by the employee, or other financial institutions acceptable to FRNSW and Unions.

3.2 Wages shall be paid not later than Thursday in any pay week.

## 4. Rates of Pay

4.1 Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.

4.2 Juniors - The unapprenticed juniors employed by FRNSW shall be paid the following percentages of the appropriate classifications:

Age	Percentage per week (%)
-----	-------------------------

At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

## **5. Parties Bound**

- 5.1 This Award is binding upon the Industrial Relations Secretary and Fire & Rescue NSW and the following industrial organisations of employees:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

## **6. Savings of Rights**

- 6.1 Except as provided for by this Award, no employee shall suffer a reduction in the employee's rate of pay or any loss or diminution of the employee's conditions of employment as a consequence of the amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.

## **7. Relationship to Acts / Awards for Apprenticeships**

- 7.1 In regards to Apprentices, this Award shall also be read and interpreted in conjunction with:
- 7.1.1 the Apprenticeship and Traineeship Act 2001, provided that where there is any inconsistency between this Act and this Award, the Act shall prevail to the extent of any inconsistency.
- 7.2 The Skilled Trades Award (as defined) provided that where there is any inconsistency between this Award and the Skilled Trades Award, this Award shall prevail to the extent of any inconsistency.

## **8. Union Subscriptions**

- 8.1 The Department agrees, subject to prior written authorisation by an employee, to deduct Union subscriptions from the pay of the authorising employee, in accordance with Treasury Guidelines.

## **9. Fleet Tradespersons Multi-Skilling**

- 9.1 Following the provision of adequate in-house training where necessary, all classifications shall be required to undertake a range of appropriate cross-classification activities, within statutory limitations.
- 9.2 Employees shall be required to undertake such cross-classification activities in order to complete the whole job or when there is insufficient work in an employee's normal classification or where the re-allocation of staff is required to meet Departmental emergencies.
- 9.3 The final responsibility for all such cross-classification activities shall remain with the classification historically responsible for those activities. Notwithstanding this provision any employee who undertakes cross-classification activities in terms of subclause 9.1 is required to carry out those activities in a responsible and competent manner.
- 9.4 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a

similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.

- 9.5 The work of a 'similar nature and skill' referred to in subclause 9.4, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 9.6 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the employees will record parts usage, utilizing the systems provided which may be written or electronic. Where necessary employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 9.7 Appliance servicing will continue in Station on a State-wide basis.

#### **10. Additional Wage Rates**

- 10.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.
- 10.2 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this Award the sum set in Item 2 of Table 2.
- 10.3 Plumber - The ordinary rates of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate prescribed in clause 4, Rates of Pay, the amounts set in Table 2 in relation to the following:
- 10.3.1 When required to act on a Plumber's licence, as set out in Item 3 of Table 2.
- 10.3.2 When required to act on a Gasfitter's licence, as set out in Item 4 of Table 2.
- 10.3.3 When required to act on a Drainer's licence, as set out in Item 5 of Table 2.
- 10.3.4 When required to act on a Plumber's and Gasfitter's licence, as set out in Item 6 of Table 2.
- 10.3.5 When required to act on a Plumber's and Drainer's licence, as set out in Item 7 of Table 2.
- 10.3.6 When required to act on a Gasfitter's and Drainer's licence, as set out in Item 8 of Table 2.
- 10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's licence, as set out in Item 9 of Table 2.
- 10.4 A plumber or drainer who may be required by FRNSW to act on any of the above licences during the course of employment is entitled to be paid at the rate per hour mentioned in this clause for every hour of employment whilst liable to be called upon by the FRNSW to act on the licence or licences whether the employee has in any hour in fact acted on such licence or not.
- 10.5 Electric Welding Certificate - A plumber being the holder of a Office of Industrial Relations, Department of Commerce, oxy-acetylene or electric welding certificate who may be required by the employer to act on either of the certificates during the course of his or her employment shall be entitled to be paid for every hour of employment on work the nature of which is such that is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum set in Item 10 of Table 2 per hour for each certificate in addition to rates for journeyman plumber in this Award.
- 10.6 Computing Quantities - Employees, excluding Team Leaders and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by other employees shall be paid an additional amount in Item 11 of Table 2, per day or part thereof.

- 10.7 A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid the amount in Item 12 of Table 2 per hour in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 22, Overtime and Penalty Rates, in which case it shall be paid as a flat rate.

### **11. Team Leader Allowance and Higher Duties**

- 11.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 11.2 An employee covered under this Award engaged for more than half of one day or shift, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be, for such day or shift. If for less than one half of one day or shift, the employee shall be paid the higher rate or allowance, as the case may be, for the time so worked; provided that if an employee is required to act as Team leader at the commencement of a day or shift, the employee shall be paid the appropriate allowance for the whole of such day or shift.

### **12. Technician Allowance**

- 12.1 The Technician Allowance as provided for in Table 3 of this Award is payable when an employee is rostered to work on the aerial component of a fire appliance.

### **13. Authorised Heavy Vehicle Allowance**

- 13.1 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 13.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

### **14. On Call Allowance**

- 14.1 An On Call Allowance is paid to employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. The On Call roster requires employees to be on call for 7 days per week outside normal work hours. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 14.2 The On Call allowance is provided for in Table 3 of this Award and is paid on a daily basis with rate variation between normal work days, week-ends and public holidays. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

### **15. Trade Employees Working Together**

- 15.1 Where two or more trade employees of the same class work together without a technical supervisor and/or responsibility the tradesperson in charge shall in addition to all other payments to which the employee is entitled under this Award be paid per hour at the rate of 1/38 of the rate prescribed by clause 11, Team Leader Allowance.

### **16. Tool Allowance**

- 16.1 Employees of any of the following classifications shall be paid in addition to all other payments to which they are entitled under this Award, a Tool Allowance of the amount per week assigned to the classification as set out in the Tool Allowance Table of Table 3 - Allowances.



**Classification**

Bodymaker

Motor Mechanic

Painter (Vehicle)

Panel Beater

Automotive Electrician

Electronic Technician

Instrument Maker

Radio Mechanic

Telephone Mechanic

Fitter

Electronic Tradesperson

**Apprentices**

Motor Mechanic

Automotive Electrician

Fitter

Electronic Technician

**17. Apprentice Tool Loan**

- 17.1 All new Apprentices to whom clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to the Department for a zero interest loan up to the value of \$1500.00?, for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 17.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 17.3 The selection of tools and equipment shall be those identified by the Department or the Team Leader in charge of the Apprentice.
- 17.4 Upon commencement of employment, each Apprentice shall be issued with the pre- requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 17.5 Repayment of the loan shall be recouped by the Department, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool allowance entitlement as prescribed by this Award and or clause 5 of the Skilled Trades Award (as defined), as varied.

- 17.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay to the Department the outstanding balance of the loan owing. In this regard, the Department shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

### **18. Fire Equipment Allowance**

- 18.1 This allowance only applies to Tradespersons in the Fleet and Communications Section.
- 18.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 18.1.2.
- 18.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award after a minimum of twelve (12) months continuous service.

### **19. Apprentice to Tradesperson**

- 19.1 An Apprentice who completes a full four year apprenticeship with FRNSW and then is appointed as a Tradesperson, will commence payment as a Fire Vehicle Repairer at the Thereafter rate of pay.

### **20. Special Rates**

- 20.1 In addition to the wages and allowances prescribed by - clauses 4. Rates of Pay; 10. Additional Wage Rates; 11. Team Leader Allowance; 15. Trade Employees Working Together and 16. Tool Allowance - the following special rates and allowances shall be paid to employees.
- 20.1.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.
- 20.1.2 Dirty Work - Work which a Team Leader and tradesperson agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate set out in Item 2 of Special Rates in Table 3, above the rate prescribed by this Award.
- 20.2 In the case of disagreement between the Team Leader and tradesperson the latter shall be entitled within 12 hours to ask for a decision on his/her claim by the employer, his/her industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the worker's claim within 24 hours of it being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, his/her industrial officer, manager or engineer shall have the right to bring such case before the Industrial Relations Commission of New South Wales.
- 20.3 Height Pay -
- 20.3.1 Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 3 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the Scaffolding and Lifts Act 1912. An additional amount set in Item 4 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 3 of Special Rates in Table 3.
- 20.3.2 Plasterers required to work on a swing scaffold shall be paid the amount also set out in Item 13 of Special Rates in Table 2.

- 20.4 Hot Places - Working in the shade in places where the temperature is raised by artificial means to between 46 degree Celsius and 54 degree Celsius and places where the temperature exceeds 54 degree Celsius, the amounts set in Item 14 of Special Rates in Table 2. Where work continues for more than two hours in temperatures exceeding 54 degree Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- 20.5 Insulation Material - Employees working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid the amount set in Item 5 of Special Rates in Table 3, or if the insulating materials be silicate, the amount also set in Item 6 of Special Rates in Table 3, whether they are actually handling such materials or not; provided that such insulating material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- 20.6 Wet Places -
- 20.6.1 An employee working in a place where water other than rain is falling so that his or her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid the amount set in Item 15 of Special Rates in Table 2, per hour extra; provided that this extra rate shall not be payable in respect of the disabilities provided for in clause 4.1, Industry Allowance, of this Award; nor to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- 20.6.2 Where a plumber is required to work in the rain, the plumber shall be paid the amount also set in Item 16 of Special Rates in Table 2, per hour extra for time so worked.
- 20.6.3 An employee called upon to work knee deep in mud or water, shall be paid at the rate also set in Item 17 of Special Rates in Table 2, per day in addition to the ordinary rates of pay prescribed for each day or portion thereof so worked; proved that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- 20.7 Swinging Scaffolds - A payment as set out in Item 18 of Special Rates in Table 2, for the first four hours or any portion thereof, and an additional amount also set in Item 18 of Special Rates in Table 2 for each hour thereafter on any day shall be made to any persons employed:
- 20.7.1 On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- 20.7.2 On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 20.8 Provided that solid plasterers when working off a swing scaffold shall receive an additional amount, also set in Item 19 of Special Rates in Table 2, per hour.
- 20.9 Spray Applications - An employee engaged on all spray applications carried out in other than a properly construction booth, approved by the Department of Industrial Relations, shall be paid the amount set in Item 7 of Special Rates in Table 3, per hour extra.
- 20.10 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 20 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 20.
- 20.11 Electric Welding Plumbers - A plumber engaged on electric welding applicable to plumbing shall be paid the amount in Item 21 of Special Rates in Table 2, per hour extra for the time so worked.
- 20.12 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the amount set in Item 22 of Special Rates in Table 2.

- 20.13 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Office of Industrial relations, Department of Commerce, and is required to act on that certificate whilst engaged on work requiring a certificated employee shall be paid an additional amount set out in Item 23 of Special Rates in Table 2.
- 20.14 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- 20.15 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.
- 20.16 Distant Places -
- 20.16.1 All employees working in districts west and north of and excluding State Highway No. 17 from Tocomwal to Gilgandra, State highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 from Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes shall be paid the amount set out in Item 24 of Special Rates in Table 2, extra per day.
- 20.16.2 All employees working in the Western Division of the State shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day.
- 20.16.3 All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby thence to Blowering, thence by a line drawn from Blowering southwest to Welarewang, and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day or part thereof.
- 20.17 Applying Obnoxious Substances -
- 20.17.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the amount set in Item 8 of Special Rates in Table 3, per hour extra.
- 20.17.2 In addition, employees applying such materials in buildings which are normally air conditioned shall be paid the amount also set in Item 9 of Special Rates in Table 3, per hour extra for any time worked when the air conditioning plant is not operating.
- 20.17.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the NSW Department of Health.
- 20.17.4 Employees working in close proximity to employees so engaged shall be paid the amount also set in Item 10 of Special Rates in Table 3 per hour extra.
- 20.17.5 For the purposes of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- 20.18 Painters shall be paid the amount in Item 25 of Special Rates in Table 2, per hour for burning off paint and applying the first coat.
- 20.19 Asbestos Eradication -

- 20.19.1 Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.
- 20.19.2 Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.
- 20.19.3 Control - All aspects of asbestos eradication work shall be conducted in accordance with the N.S.W. Occupational Health and Safety Act 2000, the Occupational Health and Safety (Asbestos Removal Work) Regulation 1996 and the N.S.W. Construction Safety Act 1912 Regulations concerning construction work involving asbestos and asbestos cement.
- 20.20 Rate of Pay - in addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the amount set in Item 11 worked in lieu of Special Rates in Table 3, per hour of special rates as prescribed in clause 20. Special Rates, with the exception of subclauses 20.4 Hot Places, 20.7 Swinging Scaffold and 20.9 Spray Applications (Item 6 of Special Rates in Table 3).
- 20.21 Other Conditions - The conditions of employment, rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award, as varied, from time to time.
- 20.22 Chokages - If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe, or pump conveying offensive material or a scupper containing sewage or is required to work in a septic tank in operation the employee shall be paid an additional amount set out in Item 26 of Special Rates in Table 2 per day or part of a day.

## **21. Maintenance of Existing Service and Personal Allowances**

- 21.1 An employee covered by this Award who at the date this Award took effect was employed by FRNSW and who was then being paid a service allowance and/or personal allowance shall continue to be paid such service allowance and/or personal allowance in addition to all other payments to which the employee is entitled under this Award so long as the employee remains subject to the provisions of this Award.
- 21.2 Such service and personal allowance shall be part of the weekly wage of the employee for all purposes of this Award.
- 21.3 Except as provided by paragraph 21.1, of this clause no employee of the FRNSW covered by this Award shall be paid any service allowance.

## **22. Overtime and Penalty Rates**

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- 22.5 For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.

- 22.6 An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.
- 22.8 An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.
- 22.9 An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 22.11 An employee may be directed by the FRNSW to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 22.11.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
  - 22.11.2 any risk to employee health and safety,
  - 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
  - 22.11.5 any other relevant matter.

### **23. Meal Allowance**

- 23.1 An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.
- 23.2 An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

### **24. Travelling Time and Fares**

- 24.1 An employee shall be required to proceed to his headquarters and to return to his or her home at ordinary starting and ceasing time at least once on each ordinary working day in the employee's own time and expense.
- 24.2 An employee other than an employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from his or her headquarters shall be paid travelling time for such period at the rate set out in Item 1 of Travelling Time and Other Fares in Table 3 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the employer provides or offers to provide transport

free of charge to the employee in which case an allowance also set in Item 2 of Travelling Time and Other Fares in Table 3 per day shall be paid.

- 24.3 An employee classified as a labourer-builder shall be paid the amount also set in Item 1 of Travelling Time and Other Fares in Table 3 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on employees and the nature of employment on construction work.
- 24.4 Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.
- 24.5 Excess travelling time and fares shall not be payable in the case of an employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.
- 24.6 Where an employee is sent during working hours from one location to another, the FRNSW shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

## **25. Travelling Expenses**

- 25.1 An employee while travelling upon the business of FRNSW away from their accustomed workshop shall be paid:
- 25.1.1 Reasonable expenses incurred for accommodation and meals whilst so travelling.
- 25.1.2 The cost actually incurred for travel by aircraft, rail, road, boat or otherwise.
- 25.1.3 Vouchers shall show the employee's movements on each day and state times of his or her departure and arrival.
- 25.1.4 Travelling expenses to be incurred pursuant to this clause shall, if requested, be paid to the employee concerned in cash on the last working day prior to departure.
- 25.1.5 The meal, accommodation and incidental allowances expressed in NSW Treasury Circulars will be adjusted on 1 July regardless of the date of the issuing of the Circular by the NSW Treasury.. The amounts will be in line with the corresponding allowance amounts for the appropriate financial year published by the Australian Taxation Office (ATO).

## **26. Annual Leave**

- 26.1 Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in clause 26.8. In other words, an employee should work towards taking their Annual Leave from the year before in the first 6 months of the following year, however if there are reasons to the satisfaction of the employee and management of why this cannot be accomplished, then clause 26.8 provides for flexibility.
- 26.2 Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.
- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5, 26.6, 26.7 and 26.8, to all employees covered by this Award.

- 26.5 Annual Leave shall be taken in accordance with the roster as in 26.6, with the following exceptions:
- 26.5.1 Where an employee is taking Personal Carers leave in line with the provisions of the Award.
  - 26.5.2 Where an employee can give 5 working days notice when not on a rostered on call position or the Lube Service Vehicle and the minimum staffing levels can be maintained.
  - 26.5.3 Where an employee can organize a shift swap if they are rostered on call or on the Lube Service vehicle provided minimum staffing levels can be maintained.
- 26.6 Annual Leave shall be taken in block periods, the shortest of which not being less than five (5) sequential working days in duration. The block periods shall, in any one year, comply with one of the formats outlined as follows:
- 26.6.1 one block period of four weeks duration; or
  - 26.6.2 one block period of three weeks duration followed later by one block period of one weeks duration; or
  - 26.6.3 one block period of one weeks duration followed later by one block period of three weeks duration; or
  - 26.6.4 one block period of two weeks duration followed later by another one block period of two weeks duration; or
  - 26.6.5 four block periods of one weeks duration.
- 26.7 Annual Leave shall be taken in accordance with the roster.
- 26.8 The parties agree to jointly work towards reducing each employees accrual of Annual Leave to the accumulation of twenty (20) days plus the current years entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

## **27. Annual Leave Loading**

- 27.1 Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of four weeks' ordinary salary or wages.
- 27.2 The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least two consecutive weeks after 1 December in any year.
- 27.3 The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of four weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.
- 27.4 In the event of no such absence occurring by 30 November of the following year, the employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- 27.5 There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12 month period to 30 November 1974.



- 27.6 The annual leave loading is not payable when an employee is granted annual leave to the employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 27.7 Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 27.8 Rate of Payment - The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

## **28. Holidays**

- 28.1 Subject to subclause (ii) of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An employee shall be entitled to these holidays without loss of pay.
- 28.2 An employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

## **29. Rostered Days Off**

- 29.1 The Rostered Day Off ("RDO") provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 29.2, 29.3, 29.4 & 29.5, shall apply to all other employees covered by this Award.
- 29.2 RDO shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.
- 29.3 RDO are to be taken as and when they fall due. There is no provision for the accumulation of untaken days. Under exceptional circumstances, and with prior approval, the clearing of the RDO day may be delayed.
- 29.4 Appropriate records will be kept by the Department of the dates on which each employee takes a RDO. Such records will be available for perusal by the employee on request.
- 29.5 Where an employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the RDO.

## **30. Long Service Leave**

- 30.1 Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
- 30.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
- 30.1.2 After service in excess of 10 years:
- 30.1.2.1 leave pursuant to paragraph (a), of this subclause; and
- 30.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years
- 30.1.3 Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 30.2 Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 30.3 In the event of the death of an employee the value of long service leave due shall be paid to such dependants as FRNSW shall determine.
- 30.3.1 In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
- 30.3.2 Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the FRNSW by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.
- 30.4 Notwithstanding anything elsewhere provided by this clause:
- 30.4.1 employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 30.4.2 employees may apply to take a period of Long Service leave at double pay provided that:
- 30.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 30.4.2.2 The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 30.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
- 30.4.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.
- 30.4.3 Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.

- 30.4.4 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

### **31. Sick Leave**

- 31.1 An employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of two days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of FRNSW.
- 31.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.
- 31.3 Where an employee with ten or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

### **32. Bereavement Leave**

- 32.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 32.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.
- 32.3 Bereavement entitlements for casual employees
- 32.3.1 Subject to the evidentiary and notice requirements in clause 32.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 41.1.3.2 of clause 40 Personal Carers Leave.
- 32.3.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 32.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### **33. Clothing**

- 33.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.
- 33.2 Clothing or other articles shall be issued to such employee as FRNSW approves where in its opinion such clothing or article is necessary for:
- 33.2.1 Uniformity of appearance,
- 33.2.2 Protection against material which destroy or damage ordinary clothing,
- 33.2.3 Protection against weather, and

#### 33.2.4 Protection against injury to the employee

- 33.3 An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.
- 33.4 An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.
- 33.5 An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.
- 33.6 Where full uniform is supplied by FRNSW and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

### **34. Insurance of Tools**

- 34.1 In respect of those employees entitled under this Award to a tool allowance FRNSW shall insure, and shall keep insured against loss or damage by fire whilst on the employer's premises, such tools of the employee which are used by him/her in the course of his/her employment. The employee shall if requested to do so furnish FRNSW with a list of his/her tools so used.
- 34.2 Any such employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 1 of Insurance of Tools of Table 3, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the FRNSW's direction on the job.

### **35. Procedure on Charge**

- 35.1 When an employee is summoned to appear before a Senior Officer or before FRNSW on a charge, appeal, or other formal inquiry not being a preliminary investigation, the employee shall be given particulars; in writing, of the charge or allegation if any, against the employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the employee in writing to all or any of the official papers, correspondence or reports of the FRNSW relating to the charge, appeal or subject to the said inquiry.
- 35.2 The employee also shall be allowed to give and call evidence on the employee's own behalf and to hear all evidence given.
- 35.3 If an employee so requests, the employee may be represented by an Officer of the union before such senior officer of the FRNSW on all such occasions.
- 35.4 No adverse report about an employee shall be placed among the records or papers relating to the employee or noted thereupon unless the employee concerned shall have been shown the said report which shall be evidenced by the employee's signature thereupon unless the employee refuses to sign in which case the union shall be notified by the FRNSW in writing within seven days of such refusal, and shall have been given an opportunity of replying to the report. If the employee so desires a reply shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the employee or shall be noted thereupon.
- 35.5 Where FRNSW has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the employee.

35.5.1 After the Senior Officer has announced the recommendation or when the FRNSW has made its decision as the result of a charge or an appeal the employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

### **36. Higher Grade Pay**

36.1 An employee engaged for more than half of one day or shift on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be for such day or shift. If for less than one half of one day or shift the employee shall be paid the higher rate or allowance as the case may be for the time so worked; provided that if an employee is required to act as Team Leader at the commencement of a day or shift the employee shall be paid the appropriate allowance for the whole of such day or shift.

36.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2008) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

### **37. Anti-Discrimination**

37.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

37.2 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 this Award which, by its terms or operation, has a direct or indirect discriminatory effect.

37.3 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.

37.4 Nothing in this clause is to be taken to affect:

37.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

37.4.2 offering or providing junior rates of pay to persons under 21 years of age;

37.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

37.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

37.5 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.

37.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

37.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides;

"Nothing in the Act affects..... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **38. Term of Employment**

- 38.1 An employee shall give to FRNSW and FRNSW shall give to an employee one week's notice of termination of employment, such notice to be given from a normal pay day. This, shall not affect the right of FRNSW to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- 38.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.
- 38.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
- 38.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.
- 38.3.2 An employee shall stand by as directed by the officer in charge.
- 38.3.3 An employee shall report for duty as directed.
- 38.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- 38.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.
- 38.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- 38.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.
- 38.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

### **39. Grievance and Dispute Resolution Procedures**

- 39.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 39.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 39.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 39.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- 39.5 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 39.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 39.7 A staff member, at any stage, may request to be represented by their Union.
- 39.8 The staff member or the Union on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 39.9 The staff member, Union, FRNSW and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 39.10 Whilst the procedures outlined in subclauses 39.1 to 39.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

#### **40. Personal/Carer's Leave - August 1996**

##### **40.1 Use of Sick Leave -**

- 40.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21 of the Award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- 40.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 40.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 40.1.3.1 the employee being responsible for the care of the person concerned; and
  - 40.1.3.2 the person concerned being:
    - 40.1.3.2.1 a spouse of the employee; or
    - 40.1.3.2.2 a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - 40.1.3.2.3 a child or an adult child (including and adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal

guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or

40.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

40.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

40.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 40.2 Unpaid Leave for Family Purpose -

40.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 1.1.3(ii) above who is ill.

#### 40.3 Annual Leave -

40.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

40.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Award.

40.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

40.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 40.4 Time Off in Lieu of Payment for Overtime -

40.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

40.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

40.4.3 If, having elected to take time as leave in accordance with paragraph 1.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

40.4.4 Where no election is made in accordance with paragraph 1.4.1, the employee shall be paid overtime rates in accordance with the Award.

#### 40.5 Make-up Time -



- 40.5.1 An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
- 40.5.2 An employee on shift work may elect, with the consent of the employer to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 40.6 Rostered Days Off -
- 40.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 40.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 40.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 40.6.4 This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 40.7 Personal Carers Entitlement for casual employees -
- 40.7.1 Subject to the evidentiary and notice requirements in 40.1.2 and 40.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 40.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 40.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 40.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **41. Maternity Leave**

- 41.1 A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- 41.1.1 for a period up to 9 weeks prior to the expected date of birth; and
- 41.1.2 for a further period of up to 12 months after the actual date of birth.
- 41.2 A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:
- 41.2.1 full-time for a period of up to 12 months; or
- 41.2.2 part-time for a period of up to 2 years; or
- 41.2.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.

- 41.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 41.4 A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 41.5 If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013.
- 41.6 A staff member who:
- 41.6.1 applied for maternity leave within the time and in the manner determined by the Department Head; and
  - 41.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.
- 41.7 Except as provided in paragraph (f) of this subclause, maternity leave shall be granted without pay.

#### **42. Parental Leave**

- 42.1 A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
- 42.1.1 short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
  - 42.1.2 extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subparagraph (1) of paragraph (a) of this subclause in order to assume the primary care giving responsibilities.
- 42.2 Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- 42.3 A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:
- 42.3.1 full-time for a period not exceeding 12 months; or
  - 42.3.2 part-time over a period not exceeding 2 years; or
  - 42.3.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 42.4 A staff member who resumes duty immediately on the expiration of parental leave shall:
- 42.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
  - 42.4.2 if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Public Sector Employment and Management Act 2002.

- 42.5 Except as provided in paragraph (a) (1) of this subclause, parental leave shall be granted without pay.
- 42.6 Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- 42.7 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- 42.7.1 the employee or employee's spouse is pregnant; or
  - 42.7.2 the employee is or has been immediately absent on parental leave.
  - 42.7.3 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 42.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:
- 42.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - 42.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - 42.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
  - 42.8.4 to assist the employee in reconciling work and parental responsibilities.
  - 42.8.5 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - 42.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 42.8.2 and 42.8.4 must be recorded in writing.
  - 42.8.7 Request to return to work part-time - Where an employee wishes to make a request under 42.8.4 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
  - 42.8.8 Communication during parental leave - Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
    - 42.8.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
    - 42.8.8.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
    - 42.8.8.3 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
    - 42.8.8.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

### **43. Adoption Leave**

- 43.1 A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- 43.1.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 43.1.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- 43.2 A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
- 43.2.1 full-time for a period not exceeding 12 months; or
- 43.2.2 part-time over a period not exceeding 2 years; or
- 43.2.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 43.3 Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- 43.4 A staff member who resumes duty immediately on the expiration of adoption leave shall:
- 43.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
- 43.4.2 if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the Government Sector Employment Act 2013
- 43.5 A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- 43.5.1 applied for adoption leave within the time and in the manner determined by the Department Head; and
- 43.5.2 prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- 43.6 With the exception of subclause 43.5, adoption leave shall be granted without pay.
- 43.7 Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

### **44. Family and Community Service Leave**

- 44.1 The Department Head shall grant to an employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.

- 44.2 Such cases may include but not be limited to the following:
- 44.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
  - 44.2.2 emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - 44.2.3 emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an employee from reporting for duty;
  - 44.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
  - 44.2.5 attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
  - 44.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
  - 44.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 44.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to a staff member shall be the greater of the leave provided in subclauses 44.3.1 or 44.3.2 of this clause.
- 44.3.1 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
  - 44.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- 44.4 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 1.1.3 of clause 40, Personal/Carer's Leave - August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 44.5 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 1.1.3 of clause 40 of this Award shall be granted when paid family and community service leave has been exhausted.

#### **45. Trade Union Leave**

- 45.1 The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:
- 45.1.1 annual or biennial conferences of the delegate's union;
  - 45.1.2 meetings of the union's Executive, Committee of Management or Councils;
  - 45.1.3 annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

- 45.1.4 attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- 45.1.5 attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 45.1.6 giving evidence before an Industrial Tribunal as a witness for the trade union;
- 45.1.7 local meetings between the Union and Management

#### **46. Supplementary Labour**

- 46.1 The parties to this agreement recognise that at times of peak workloads and when staff are on long term absences there may be a requirement to use supplementary labour in order to meet criteria deadlines.
- 46.2 This supplementary labour may be casual or temporary and;
  - 46.2.1 arranged through or with an Employment Agency of bona-fide contractors; or
  - 46.2.2 in accordance with the provisions of the Government Sector Employment Act 2013.
- 46.3 It is not the Department's intention to use supplementary labour as an alternative to filling vacant permanent positions.

#### **47. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 47.1 The entitlement to salary package in accordance with this clause is available to:
  - 47.1.1 permanent full-time and part-time employees;
  - 47.1.2 temporary employees, subject to the Department or agency's convenience; and
  - 47.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 47.7.
- 47.2 For the purposes of this clause:
  - 47.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - 47.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 47.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
  - 47.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
  - 47.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 47.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 47.5 The agreement shall be known as a Salary Packaging Agreement.
- 47.6 Except in accordance with subclause 7.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- 47.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 47.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 47.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 47.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 47.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 47.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 47.9.1 Police Regulation (Superannuation) Act 1906;
- 47.9.2 Superannuation Act 1916;
- 47.9.3 State Authorities Superannuation Act 1987; or
- 47.9.4 State Authorities Non-contributory Superannuation Act 1987,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 47.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 47.11 Where the employee makes an election to salary package:
- 47.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 47.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.
- 47.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

- 47.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

#### **48. Workplace Reform Program**

- 48.1 The parties agree that this Award, in providing a single classification and rate of pay for all tradespersons in the Fleet Section, including appropriate allowances, provides appropriate compensation in recognition of multi-skilling and changes made to working arrangements through consultation and cooperation. Workplace reform will continue - but not limited to - the following issues:

Consultation with the parties in relation to the implementation of this Award, and

Ensuring Equal Employment Opportunity and recognition of merit.

#### **49. Calculations**

- 49.1 In relation to Part B of this Award, and specifically Tables 1, 2 and 3, per week amounts are rounded to the nearest ten cents, per day to the nearest cent, and per hour to the cent.

#### **50. No Extra Claims**

- 50.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 50.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

#### **51. Area, Incidence and Duration**

- 51.1 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2016 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2015 published 3 July 2015 (377 I.G. 851).
- 51.2 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 this nexus ceased.
- 51.3 This Award shall apply to all employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire & Rescue NSW.
- 51.4 The term of this Award is 1st of July 2016 until 30th of June 2017, and will remain in force thereafter until rescinded.



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

**Table 1- Wages**

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Clause 4, Rates of pay Classification	From 1/7/2016 2.5% per week \$
(a) Electrical Department - Automotive Electrical	1057.20
Battery Fitter	1057.20
Electrical Fitter	1057.20
Trades Assistant (Electrical Department)	848.80
Labourer-General (Electrical Department)	683.70
(b) Workshops Department - Blacksmith/Welder	1001.40
Bodymaker	991.10
Draughtsperson - 1st year	915.40
- 2nd year	956.30
- 3rd year	1001.40
- 4th year	1057.20
- thereafter	1107.20
Welder	1001.40
Fitter and/or Turner	963.80
Motor Mechanic	991.10
Motor Trimmer	991.10
Painter (Vehicle)	991.10
Panel Beater	991.10
Signwriter (Vehicle)	963.80
Trades assistant (Mechanical Workshops)	819.00
Labourer - General (Mechanical Workshops)	683.70
(c) Boot Factory - Bootmaker	956.30
(d) Building Maintenance Department - Draughtsperson Building services	
- 1st year	1057.20
- 2nd year	1076.70
- 3rd year	1096.20
- 4th year	1116.00
- thereafter	1146.50
Plumber	1001.40
Bricklayer	991.10
Carpenter	991.10
Painter	991.10
Plasterer	991.10
Labourer - Builders	973.40
(e) Cleaner -	877.10
Stores Assistant	923.40
Sailmaker	963.80
(h) Hose Repair Department - Hose Assembler and Repairer	915.40

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Classifications from NSW Fire Brigades Maintenance and Miscellaneous Staff  
Enterprise Agreement 2008**

	1/7/2016 2.5% Per week \$
<b>COMMUNICATION SECTION</b>	
Electronic Technician	
- 1st year	1364.10
- 2nd year	1405.20
- 3rd year	1430.20
- 4th year	1460.60
Instrument Maker	1205.60
Radio Mechanic	1151.10
Telephone Mechanic	1151.10
Electronic Tradesperson	1322.20
Electrical Mechanic	1151.10
Trades Assistant	924.60

	1/7/2016 2.5% per week \$
<b>FLEET SECTION</b>	
Fire Vehicle Repairer	
- 1st Year	1166.30
- Thereafter* (Rate = 1st Year + FEA)	1244.70
Trades Assistant	891.90

\*inclusive of the Fire Equipment Allowance after 12 months continuous service.

	1/7/2016 2.5% per week \$
<b>APPRENTICES**</b>	
- 1st year	467.00
- 2nd year (Rate = 2nd Year + NT FEA)	672.50
- 3rd year (Rate = 3rd Year + NT FEA)	845.20
- 4th year (Rate = 4th Year + NT FEA)	965.60
Adult (Rate = Adult + NT FEA)	965.60

\*\* inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Table 2 - Other Rates and Allowances**

from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Item	Clause 10, Additional Wage Rates	1/7/2016 2.5% \$
1	10.1 Electricians: An electrician who is the holder of A Grade Licence (per week) B Grade Licence (per week)	46.70 25.20
2	10.2 Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this Award (per hour)	0.86
3	10.3 Plumber when required to act on a Plumbers Licence (per hour)	1.21
4	10.3.2 When required to act on a Gasfitters Licence (per hour)	1.21
5	10.3.3 When required to act on a Drainers Licence (per hour)	1.00
6	10.3.4 When required to act on a Plumbers and Gasfitters Licence (per hour)	1.62
7	10.3.5 When required to act on a Plumbers and Drainers Licence (per hour)	1.62
8	10.3.6 When required to act on Gasfitters and Drainers Licence (per hour)	1.62
9	10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	2.21
10	10.5 Electric Welding Certificate (per hour)	0.68
11	10.6 Computing Quantities (per day)	5.52
12	10.7 Certificate of Registration (per hour)	0.71
Clause 20. Special Rates		
13	20.3.2 Plasterers working on swing scaffold (per hour)	0.80
14	20.4 Hot Places (per hour)	0.72
15	20.6 Wet Places - Water other than rain (per hour)	0.72
16	20.6.2 Plumber in the rain (per hour)	0.72
17	20.6.3 Knee deep water/mud (per day)	6.04
18	20.7 Swinging Scaffolds for the first four hours or any portion thereof, and For each hour thereafter	5.52 1.11
19	20.8 Plasterers working on swing scaffold (per hour)	0.16
20	20.10 Roof work (per hour)	0.92
21	20.11 Electric Welding (per hour)	0.26
22	20.12 Explosive Powered Tools (per day)	2.54
23	20.13 Scaffolding Rigging (per hour)	0.72
24	20.16 Distant Places- 20.16.1 West and North of State Highway 17 etc (per day) 20.16.2 Western Division (per day) 20.16.3 Snowy River to Dalgety etc (per day)	1.14 1.86 1.86
25	20.18 Painters - burning off paint and applying the first coat (per hour)	0.71
Clause 20.22 Chokages		
26	Chokages (per day or part of a day)	7.84

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Table 3 - Allowances**

**from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008**

Item	ALLOWANCES	1/7/2016 2.5% \$
1	Team Leader Allowance (per week)	175.30
2	Technician Allowance (per week)	146.90
3	Heavy Vehicle Inspectors Allowance (per day)	2.15
4	On Call Allowance - Monday to Friday (per day)	20.78
5	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	31.63

Item	Clause 20, SPECIAL RATES	1/7/2016 2.5% \$
1	20.1.1 Confined Spaces	0.98
2	20.1.2 Dirty Work	0.83
3	20.3.1 Height Pay - 7.5 metres	0.88
4	20.3.1 Height Pay - every metre beyond	0.26
5	20.5 Insulation Material	0.83
6	20.5 Insulation Material - if Silicate	0.98
7	20.9 Spray Applications (per hour)	0.82
8	20.17.1 Applying Noxious Substances - Epoxy (per hour)	0.98
9	20.17.2 Applying Noxious Substances - Air Conditioning (per hour)	0.63
10	20.17.4 Applying Noxious Substances - Close Proximity (per hour)	0.79
11	20.20 Asbestos Eradication (per hour)	2.73

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

	Clause 16, TOOL ALLOWANCES	1/7/2016 per week \$
	Bodymaker	30.40
	Motor Mechanic	30.40
	Painter(Vehicle)	7.40
	Panel Beater	30.40
	Automotive Electrician	30.40
	Electronic Technician	19.00
	Instrument Maker	19.00
	Radio Mechanic	19.00
	Telephone Mechanic	19.00
	Fitter	30.40
	Electronic Tradesperson	19.00
	Apprentices	
	Motor Mechanic	30.40
	Automotive Electrician	30.40
	Fitter	30.40
	Electronic Technician	19.00

Increases in the Tool Allowance will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

Clause 18, FIRE EQUIPMENT ALLOWANCE	1/7/2016 2.5% per week \$
Fire Equipment Allowance (FEA) - Trades**	78.40
Fire Equipment Allowance (FEA) - Non Trades	58.60

\*\* At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 23, MEAL ALLOWANCE	1/7/2016 per meal \$
1	After 1½ hour overtime	14.70
2	Each 4 hours thereafter	12.60

Item	Clause 24, TRAVELLING TIME AND OTHER FARES	1/7/2016 per day \$
1	Other than Builders' Labourers	23.70
2	Employer providing transport	9.50

Item	Clause 34, INSURANCE OF TOOLS	1/7/2016 per day \$
1	Maximum claim for loss of tools	1,767.10

Increases in meal allowance, travelling time and other fares and insurance of tools will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2016) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(Case No. 2016/00183495)

Before Commissioner Murphy

21 June 2016

### **AWARD**

### **PART A**

#### **1. Arrangement**

Clause No.      Subject Matter

#### **PART A**

##### **SECTION 1 - FRAMEWORK**

1. Arrangement
2. Title
3. Definitions
4. Consultative Arrangements
5. Parties
6. Work Environment
7. Grievance and Dispute Settling Procedures

##### **SECTION 2 - ATTENDANCE/HOURS OF WORK**

8. Hours of Work
9. Flexible Work Hours
10. Part Time Work
11. Part Year Employment
12. Part Time Leave Without Pay

##### **SECTION 3 - SALARIES AND ALLOWANCES**

13. Salaries
14. Salary Progression
15. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
16. Appointment and Promotion
17. Allowances

##### **SECTION 4 - UNION CONSULTATION**

18. Union Consultation, Access and Activities

##### **SECTION 5 - LEAVE**

19. Extended Leave

20. Family and Community Service Leave
21. Leave Without Pay
22. Military Leave
23. Religious or Cultural Observations
24. Parental Leave
25. Purchased Leave
26. Recreation Leave
27. Annual Leave Loading
28. Sick Leave
29. Special Leave
- 29A. Leave for Matters Arising from Domestic Violence

#### SECTION 6 - TRAINING/PROFESSIONAL DEVELOPMENT

30. Study Leave
31. Staff Development
32. Study Time
33. Reimbursement of Fees

#### SECTION 7 - OVERTIME AND PUBLIC HOLIDAYS

34. Overtime
35. Public Holidays

#### SECTION 8 - MISCELLANEOUS

36. Job Sharing
37. Work from Home
38. Unsatisfactory Performance, Misconduct or Serious Offence
39. Termination of Employment
40. Managing Excess Staff
41. Secure Employment - Casual Conversion
42. Secure Employment - Work Health & Safety
43. Anti-Discrimination
44. No Extra Claims
45. Savings of Rights
46. Lactation Breaks
47. Leave for Matters arising from Domestic Violence
48. Relationship to other Awards
49. Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

#### 2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal 2016) Award.

#### 3. Definitions

- 3.1 "Act" means the Independent Pricing and Regulatory Tribunal Act 1992.

- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 3.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 "Chief Executive Officer" means the Chief Executive Officer of the Independent Pricing and Regulatory Tribunal who has been delegated particular power(s) under the Act.
- 3.5 "Public Service Senior Executive" is a person employed under section 39 of the Government Sector Employment Act 2013 whose terms and conditions of employment are governed by an employment contract between the Senior Executive and the Government of New South Wales.
- 3.6 "Contractor/Consultant" is a person or company engaged by the Tribunal under section 9 (4) of the Act to assist it in the exercise of its functions.
- 3.7 "Employee(s)" or "Staff member(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the Independent Pricing and Regulatory Tribunal Act 1992, excluding public service senior executives.
- 3.8 "Employer" or "Tribunal" means the Independent Pricing and Regulatory Tribunal.
- 3.9 "JCC" means the Tribunal's Joint Consultative Committee established by this award.
- 3.10 "Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.
- 3.11 "Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of the Grievance and Dispute Settling Procedures clause in this Award.
- 3.12 "Position" means a position, either full time or part time, at the Tribunal.
- 3.13 "Salary rates" means the ordinary time rate of pay for the staff member's grading excluding allowances and penalties not regarded as salary.
- 3.14 "Service" means continuous period of employment for salary purposes.
- 3.15 "Staff member(s)" or "Employee(s)" means and includes all non-executive persons who are permanently or temporarily employed in accordance with the Government Sector Employment Act 2013.
- 3.16 "Supervisor" means the immediate supervisor of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor, other than a person employed as a consultant or contractor.
- 3.17 "Tribunal" or "Employer" means the Independent Pricing and Regulatory Tribunal.
- 3.18 "Workplace" means the whole organisation or, as the case may be, a branch or section of the organisation that staff members are employed in.
- 3.19 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

#### **4. Consultative Arrangements**

- 4.1 The parties to this award shall through the established Joint Consultative Committee (JCC) encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.



## **5. Parties**

- 5.1 The parties to this award are the Tribunal and the Association.

## **6. Work Environment**

- 6.1 Occupational Health and Safety: Through the JCC, the parties to this award shall develop appropriate strategies to achieve and maintain an accident free and healthy workplace in accordance with the Work Health and Safety Act 2011 and Regulations.
- 6.2 Equity in Employment: Through the JCC, the parties to this award shall review existing and new work practices and policies to achieve and maintain employment equity.
- 6.3 Harassment-Free Workplace: The parties to this award shall refrain from, and not be party to, any form of harassment in the workplace.

## **7. Grievance and Dispute Settling Procedures**

- 7.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 7.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 7.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 7.4 The immediate manager (or other appropriate officer) shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 7.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties.
- 7.13 In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

## **8. Hours of Work**

- 8.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 8.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 8.3 The ordinary hours of work are 35 hours per week averaged over a 12 week period.
- 8.4 The Tribunal may require a staff member to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 8.4.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- 8.4.2 any risk to staff member health and safety;
- 8.4.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 8.4.4 the notice (if any) given by the Tribunal regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours or;
- 8.4.5 any other relevant matter.

## **9. Flexible Work Hours**

- 9.1 Ordinary Hours -
- 9.1.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 9.1.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
- 9.1.3 The daily normal contract hours of work for staff members are seven hours a day.
- 9.2 Settlement Period -
- 9.2.1 The settlement period is 12 weeks with contract hours of 420.
- 9.3 Bandwidth -
- 9.3.1 The standard bandwidth is Monday to Friday between 7.00 a.m. and 7.00 p.m. during which time normal work can be undertaken. This time shall be counted as accrued work time.
- 9.3.2 Subject to agreement between the supervisor and a staff member(s) work undertaken outside the bandwidth is counted as accrued work time. Any work performed outside the bandwidth without prior approval of the supervisor shall not count as accrued work time.
- 9.3.3 Staff members directed to undertake work prior to 7.30 a.m. or after 6.00 p.m., are entitled to overtime.

- 9.3.4 The standard bandwidth may be varied by agreement between the appropriate supervisor and staff member to suit operational needs or to assist with care responsibilities or other needs.
- 9.4 Core time -
- 9.4.1 Standard core time is between 9.30 a.m. and 3.30 p.m. This is the period of the working day when all staff members are required to be on duty unless on a lunch break or approved leave.
- 9.4.2 In normal circumstances, staff members commencing duty after or ceasing duty before core time, must apply for an appropriate amount of leave in quarter day increments.
- 9.4.3 In exceptional circumstances, staff members may commence work after standard core time, or cease duty before the end of core time, provided they notify their supervisor as soon as possible.
- 9.5 Lunch and Meal Breaks -
- 9.5.1 Staff members shall be entitled to a meal break of one hour, however, a minimum meal break of 30 minutes shall be taken.
- 9.5.2 A meal break up to a maximum of two and a half hours may be taken between midday and 2.30 p.m. The supervisor's prior approval is required for a meal break in excess of one hour.
- 9.5.3 Staff members shall be required to take a meal break not more than five hours after commencing work, or before 2.00 p.m., whichever is the earlier.
- 9.6 Hours Worked -
- 9.6.1 Staff members may choose their daily starting and finishing times within the bandwidth subject to core time provisions, supervisor's approval and the availability of work.
- 9.6.2 The Chief Executive Officer or nominee may direct staff members to work seven hours on a specified day also nominating starting and finishing times within the bandwidth on that day.
- 9.6.3 Staff members shall not normally work more than ten hours per day.
- 9.7 Conditions for Flexi Leave -
- 9.7.1 Staff members must have the supervisor's approval prior to taking flexi leave. Requests for flexi leave shall not be unreasonably refused. the Tribunal shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flexi leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.
- 9.7.2 The Chief Executive Officer or nominee may direct a staff member to work standard hours where the staff member is not observing work hours arrangements established under this award or any associated administrative instructions.
- 9.7.3 Where staff members give notice of resignation or retirement they, in consultation with the Supervisor, shall take all reasonable steps to eliminate additional flexi leave, credit or debit hours.
- 9.7.4 Where staff members have accumulated debit hours at the completion of the last day of service, any monies owing shall be debited accordingly by the forfeiture of annual leave. If a staff member has no annual leave to credit at the last day of service, their salary shall be adjusted accordingly.
- 9.8 Flexi Leave -

- 9.8.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.
- 9.8.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.8.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.8.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.8.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.8.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.8.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.8.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).
- 9.9 Banking Hours -
- 9.9.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.9.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.9.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.9.4 A banked day is equivalent to seven hours.
- 9.9.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.9.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.9.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.
- 9.10 Natural Emergencies and Major Transport Disruptions -
- 9.10.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 9.10.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
- 9.10.1.2 negotiate an alternative working location with the Tribunal; and/or

- 9.10.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

#### **10. Part Time Work**

- 10.1 Staff members engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the requirements of the Industrial Relations Act 1996.

#### **11. Part Year Employment**

- 11.1 The Chief Executive Officer or nominee may grant staff members part-year employment by approving a number of weeks unpaid leave per year under current LWOP provisions.
- 11.2 This allows staff members to work an agreed number of weeks per year, with an agreed number of weeks unpaid leave and annual leave on a pro-rata basis.

#### **12. Part Time Leave Without Pay**

- 12.1 The Chief Executive Officer or nominee may approve part time leave without pay (LWOP) for full-time staff members for a limited period of time.

#### **13. Salaries**

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.

#### **14. Salary Progression**

- 14.1 Performance Enhancement System
- 14.1.1 Formal appraisal under the Tribunal's Performance Enhancement System (PES) shall be used to assess incremental progression to the next salary point within each level.
- 14.1.2 The salary and performance of each staff member shall normally be reviewed annually on the anniversary of the appointment to their current position.
- 14.1.3 In special circumstances, additional formal appraisals may be completed within the annual cycle.
- 14.2 Accelerated Progression: A staff member who performs exceptionally (as determined by PES appraisals) may be recommended to the Chief Executive Officer for accelerated progression through the years within the IPART Officer Levels as set out in Table 1 - Salaries of Part B, Monetary Rates.

#### **15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
- 15.1.2 temporary employees, subject to the Tribunal's convenience; and
- 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

- 15.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
- 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 15.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 Police Regulation (Superannuation) Act 1906;
- 15.9.2 Superannuation Act 1916;
- 15.9.3 State Authorities Superannuation Act 1987; or
- 15.9.4 State Authorities Non-contributory Superannuation Act 1987,
- the Tribunal must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 15.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 15.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

- 15.11 Where the employee makes an election to salary package:
- 15.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - 15.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's 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 statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 13, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 15.12 The Tribunal may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 15.13 The Tribunal will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **16. Appointment and Promotion**

- 16.1 The Chief Executive Officer or nominee may appoint or engage a person to any salary that is within the salary range.
- 16.2 In determining commencing salary regard shall be given to:
- 16.2.1 The person's skills, experience and qualifications;
  - 16.2.2 The salary rate required to attract the person; and
  - 16.2.3 The remuneration of existing staff members performing similar roles.
- 16.3 On appointment or engagement, a staff member shall be advised of their commencing salary rate and of any salary increments to which they may have access.
- 16.4 New staff members appointed to roles at the Tribunal shall be in the first instance appointed on a probationary basis for a period up to 6 months.
- 16.5 The probation period may be varied or waived at the discretion of the Chief Executive Officer or nominee.

## **17. Allowances**

- 17.1 Meal Allowances
- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.
- 17.2 Temporary Assignment Allowance
- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.
  - 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.
- 17.3 Travel Allowances - Conditions

17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

17.4.1 The first aid allowance provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

17.4.2 Adequate first aid outfits shall be provided, maintained and placed under the control of nominated staff members possessing first aid qualifications.

**18. Union Consultation, Access and Activities**

18.1 The provisions for union consultation, access and activities as set out in Section 5 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, including consultation and technological change and union deductions, shall apply.

**19. Extended Leave**

19.1 The extended leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009 or an award replacing it, shall apply.

**20. Family and Community Service Leave**

20.1 The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

20.2 The personal carer's leave provisions are contained in this clause and also in the Sick Leave clause of this award.

**21. Leave Without Pay**

21.1 The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

**22. Military Leave**

22.1 The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

**23. Religious Or Cultural Observations**

23.1 The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

**24. Parental Leave**

24.1 Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

**25. Purchased Leave**

25.1 The Chief Executive Officer or nominee may approve an application by a staff member for the purchase of additional leave in accordance with the Tribunal's policy.



**26. Recreation Leave**

- 26.1 The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

**27. Annual Leave Loading**

- 27.1 The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however, no restrictions on salary paid to staff members shall apply.

**28. Sick Leave**

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply. Further:
- 28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.
- 28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

**29. Special Leave**

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.
- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, in the following situations:
- 29.2.1 Jury service.
- 29.2.2 Witness at court - official capacity.
- 29.2.3 Witness at court - other than in official capacity - Crown witness.
- 29.2.4 Called as a witness in a private capacity.
- 29.2.5 Examinations.
- 29.2.6 Association activities.
- 29.2.7 Return home when temporarily living away from home.
- 29.2.8 Return home when transferred to new location.
- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, special leave may be granted for the following situations:
- 29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).
- 29.3.2 First aid training and retraining.
- 29.3.3 Attend retirement preparation seminars (two days).
- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).

- 29.3.5 Competitors or officials at the Commonwealth or Olympic/Paralympic Games (up to four weeks).
- 29.4 Any other circumstance applied for by staff members as special leave, that is not covered by this clause may be granted by the Chief Executive Officer or nominee on a case by case basis.
- 29.5 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 47 Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

### **30. Study Leave**

- 30.1 Study leave for full-time study may be granted to assist staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours.
- 30.2 Study leave may be granted for studies at any level, including undergraduate study.
- 30.3 The grant for study leave is entirely at the discretion of the Chief Executive Officer or nominee in accordance with this clause and is dependent on the availability of Tribunal funds and the relevance and value of the studies to the Tribunal.
- 30.4 Study leave is granted to staff members as leave without pay with financial assistance at the rate of:
- 30.4.1 full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal; or
- 30.4.2 half pay for studies that are of appreciable benefit to the efficiency or effectiveness of the Tribunal.
- 30.5 Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal when:
- 30.5.1 the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively;
- 30.5.2 the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations;
- 30.5.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
- 30.5.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.6 Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal when:
- 30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;
- 30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;
- 30.6.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
- 30.6.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.

- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
  - 30.7.2 financial constraints preclude the grant of study leave; or
  - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
  - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.
- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

### **31. Staff Development**

- 31.1 The provisions relating to staff development and training activities as set out in Tribunal's Staff Development Policy shall apply.

### **32. Study Time**

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.
- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
  - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
  - 32.4.3 private study; and/or
  - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.
- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.

- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.
- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
- 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.
- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;
- 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
- 32.22.3 For masters degree studies by research and thesis only, the total grant is:
- 32.22.3.1 25 days for courses of two years minimum duration; and
- 32.22.3.2 35 days for courses of three years minimum duration.
- 32.22.4 For doctoral studies, the total grant for the course is 45 days.

- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

### **33. Reimbursement of Fees**

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.
- 33.2 The decision as to whether or not fees and/or other compulsory charges are approved in part or in full for reimbursement (and the method of reimbursement) is entirely at the discretion of the Chief Executive Officer or nominee.
- 33.3 Staff members applying for study time and/or reimbursement of fees and/or other compulsory charges shall, as soon as possible, be advised of which fees shall be reimbursed, how they shall be reimbursed, and the amount of study time to be approved. This will enable staff members to make a decision as to whether the study can be undertaken.
- 33.4 When determining the amount of reimbursement, the Chief Executive Officer or nominee shall consider:
- 33.4.1 the skill requirements of the Tribunal;
  - 33.4.2 whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
  - 33.4.3 the availability of funds.
- 33.5 Reimbursement of approved fees and/or other compulsory charges shall be made on production of evidence of such expenditure, and subject to satisfactory completion of the course or stage.
- 33.6 To be eligible for reimbursement of approved fees and/or other compulsory charges staff members applying must have been employed by the Tribunal for the majority of the academic period in question and be employed at the time of making the application.

### **34. Overtime**

- 34.1 The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply, however:
- 34.1.1 Staff members directed to work overtime, up to and including IPART Officer G, shall be paid overtime at their current salary, or salary and allowance in the nature of salary.
  - 34.1.2 Such overtime shall be approved in advance by the Chief Executive Officer or nominee.

### **35. Public Holidays**

- 35.1 The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or an award replacing it, shall apply.

### **36. Job Sharing**

- 36.1 The Chief Executive Officer or nominee may approve implementation of job-sharing arrangements.
- 36.2 Job sharing is a voluntary arrangement in which one job is shared amongst staff members working on a part-time basis.
- 36.3 Job sharers may be employed on a part-time basis or may be full-time staff members on part-time leave without pay.

### **37. Work from Home**

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:
- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;
- 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
- 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
- 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with work health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

### **38. Unsatisfactory Performance, Misconduct Or Serious Offence**

- 38.1 Where situations arise in relation to unsatisfactory performance, misconduct or serious offence they shall be dealt with in accordance with the Tribunal's policy.

### **39. Termination of Employment**

- 39.1 The staff member shall give two (2) weeks notice prior to resignation of employment.
- 39.2 The Tribunal shall give two (2) weeks notice or payment in lieu of notice to staff members prior to termination of employment.
- 39.3 In cases of serious or wilful misconduct the Chief Executive Officer or nominee may waive notice and no payment in lieu shall be due to staff members.

### **40. Managing Excess Staff**

- 40.1 Where changes result in staff members becoming excess, the arrangements for managing such staff members shall be in accordance with the NSW Government public sector "Managing Excess Employees" policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

### **41. Secure Employment - Casual Conversion**

- 41.1 The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- 41.2 Casual Conversion
- 41.2.1 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 six months

shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.

41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse.

41.2.4 Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.

41.2.5 Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

41.2.6 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

41.2.7 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

41.2.8 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:

41.2.8.1 whether the employee will convert to full-time or part-time employment; and

41.2.8.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

## **42. Secure Employment - Work Health & Safety**

42.1 For the purposes of this clause, the following definitions shall apply:

42.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

42.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

42.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

42.2.1 consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;

42.2.2 provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

42.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

42.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

42.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

42.4 Disputes Regarding the Application of this Clause

42.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

42.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## **43. Anti-Discrimination**

43.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

43.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent



with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

43.3 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.

43.4 Nothing in this clause is to be taken to affect:

43.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

43.4.2 offering or providing junior rates of pay to persons under 21 years of age;

43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

43.5 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.

43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

43.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **44. No Extra Claims**

44.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

#### **45. Savings of Rights**

45.1 No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

#### **46. Lactation Breaks**

46.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

46.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

46.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

46.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

- 46.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 46.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 46.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 46.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 28, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 9, Flexible Work Hours of this award, where applicable.

#### **47. Leave for Matters Arising from Domestic Violence**

- 47.1 The definition of domestic violence is found in sub clause 3.19, of clause 3 Definitions, of this award;
- 47.2 Leave entitlements provided for in clause 20, Family and Community Service Leave, and clause 28, Sick Leave, may be used by staff members experiencing domestic violence;
- 47.3 Where the leave entitlements referred to in subclause 29A.2 are exhausted, the Chief Executive Officer shall grant Special Leave as per sub clause 29.5;
- 47.4 The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 47.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 47.6 The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

#### **48. Relationship to Other Awards**

- 48.1 The Tribunal will, subject to approved parameters within Government wages policy, negotiate with the Association the full quantum of future salary increase or other benefits.
- 48.2 The Tribunal will use the outcomes achieved between the Association and Industrial Relations Secretary to inform its negotiations with the intent of varying this Award to give effect to those salary increases and other benefits.
- 48.3 The method of achieving salary increases negotiated between the Tribunal and the Association shall be at the local level and not necessarily determined by the same outcomes as the Crown Employees (Public Sector - Salaries 2015) Award or an award replacing it.
- 48.4 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, the arrangements in this award shall prevail.

#### **49. Area, Incidence and Duration**

- 49.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions of this award.

49.2 The award shall commence on 1 July 2016 and has a nominal expiry date of 30 June 2017. It rescinds and replaces the Crown Employees (Independent Pricing And Regulatory Tribunal 2015) Award published 15 January 2016 (378 I.G. 1082).

49.3 This award complies with section 19 of the Industrial Relations Act 1996.

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

**Table 1 - Salaries**

Salary rates apply from the first day of July 2016:

		1 July 2016 per annum \$
IPART Officer A	Year 1	52,590
	Year 2	56,241
	Year 3	59,893
IPART Officer B	Year 1	64,275
	Year 2	67,927
	Year 3	71,579
IPART Officer C	Year 1	76,693
	Year 2	80,346
	Year 3	83,998
IPART Officer D	Year 1	89,839
	Year 2	93,492
	Year 3	97,143
IPART Officer E	Year 1	103,717
	Year 2	107,369
	Year 3	111,023
IPART Officer F	Year 1	118,326
	Year 2	121,976
	Year 3	125,628
IPART Officer G	Year 1	133,664
	Year 2	137,315
	Year 3	143,943

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(Case No. 2016/00189509)

Before Commissioner Murphy

28 June 2016

### **AWARD**

### **PART A**

#### **1. Arrangement**

##### PART A

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

##### PART B

##### MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

#### **2. Definitions**

"Officer" means and includes all persons employed by the NSW Police Force 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 and Midwives' 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 30 June 2015 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.

### **3. 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.

### **4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

4.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the NSW Police Force's convenience; and
- (c) casual employees, subject to the NSW Police Force's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by Clause 3, Rates of Pay and Part B to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- (a) a benefit or benefits selected from those approved by the Commissioner; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
  - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) Police Regulation (Superannuation) Act 1906;
  - (b) Superannuation Act 1916;
  - (c) State Authorities Superannuation Act 1987; or
  - (d) State Authorities Non-contributory Superannuation Act 1987,
- the NSW Police Force must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's 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 statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under Clause 3, Rates of Pay and Part B, to this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

## 5. Hours of Work

- 5.1 The ordinary hours of work shall be as follows:
- a. 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.
- b. 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.
- 5.2 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.
- 5.3 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.
- 5.4 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%
- 5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 5.6 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.
- 5.7 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.
- 5.8 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.

## 6. Overtime

- 6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.

- 6.2 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 subclause 6.4 of this Clause:

- 6.3 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.
- 6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of Clause 5, 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.

## **7. Travelling Time**

- 7.1 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 (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.
- 7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of Clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of Clause 29, Excess Travelling Time, and Clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

## **8. Leave in Lieu of Overtime**

- 8.1 An officer who, with the approval of the NSW Police Force, 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 the NSW Police Force.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police Force 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.

### 9. Part-Time Employment

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.

### 10. Casual Employment

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

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

- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 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.
- 10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

#### 10.8 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
  - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

In normal circumstances, a casual officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

#### 10.9 Bereavement entitlements for casual officer

- (a) Casual officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

### 11. Public Holidays

- 11.1 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.
- 11.2 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.

### 12. Annual Leave

- 12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.
- 12.2 In addition to the leave prescribed in subclause 12.1 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.

- 12.3 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.
- 12.4 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.
- 12.5 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.

### **13. Leave Generally**

- 13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of Clause 12, 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 6.1 of Clause 6, 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.
- 13.2 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 5.1 of Clause 5, Hours of Work.
- 13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

### **14. Introduction of New Technology**

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

### **15. Productivity Measures**

- 15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.
- 15.2 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 Force.

- 15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

## **16. 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.

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

- 17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 17.2 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.
- 17.3 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.
- 17.4 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:
- (a) 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.
  - (b) 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 Association delegate or workplace representative and the supervising officer.
  - (c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
  - (d) The matter will only be referred to the Industrial Relations Commission if:
    - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
    - (ii) 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 Employee Relations Unit, or other agreed time frame.
- 17.5 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.
- 17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.

## **18. Anti-Discrimination**

- 18.1 It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.
- 18.3 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.
- 18.4 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.
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 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."

### **19. Other Conditions of Employment**

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

### **20. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

### **21. Area, Incidence and Duration**

- 21.1 This Award shall apply to Nurses employed by NSW Police Force.
- 21.2 This Award shall operate from the beginning of the first full pay period to commence on or after 1 July 2016, and shall remain in force until 30 June 2017.
- 21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award published 15 January 2016 (378 I.G. 1167).
- 21.4 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	2.5% FFPP 1.7. 16 \$
1st Yr	1,092.20
2nd Yr	1,152.30
3rd Yr	1,211.60
4th Yr	1,275.20
5th Yr	1,338.70
6th Yr	1,401.00
7th Yr	1,473.10
8th Yr	1,534.40
Clinical Nurse Specialist	
1st Yr and thereafter	1,597.20
Clinical Nurse Consultant	
1st Yr and thereafter	1,963.70

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	2.5% FFPP 1.7.16 \$
1	2 Definitions	Team leader allowance per shift	26.80
2	5.8 Hours of Work	On-call allowance during a meal break	13.44
3	16 Clothing Allowance	Clothing allowance per week	7.50

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND  
HERITAGE – NATIONAL PARKS AND WILDLIFE SERVICE) FIELD  
OFFICERS AND SKILLED TRADES SALARIES AND CONDITIONS  
2016 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(Case No. 2016/00146333)

Before Commissioner Newall

30 June 2016

**AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	Standby Arrangements - Including Standby associated with Declared Incident
9.	Allowance for Temporary Assignments to Higher Roles
10.	Assignment
11.	Progression
12.	Project Teams
13.	Hours of Work
14.	Variation of Hours
15.	Overtime - General
16.	Meal Breaks
17.	Rest Breaks
18.	Temporary, Casual and School Based Apprentices Work Arrangements
19.	Part-Time Work Arrangements
20.	Job Sharing
21.	Public Holidays
22.	Leave
23.	Recreation Leave and Annual Leave Loading
24.	Family and Community Service Leave and Leave arising from Domestic Violence
25.	Excess Travel Time
26.	Contact with Employees on Parental and Maternity Leave

27. Incident Conditions
28. Working From Home
29. Dependent Care
30. Families and Field Work
31. Training and Development
32. Study Assistance
33. Training Competency
34. Engagement of Contractors
35. Anti-Discrimination
36. Redundancy Entitlements
37. Outplacement Services
38. Workplace Environment
39. Housing
40. Industrial Grievance Procedure
41. Deduction of Union Membership Fees
42. Saving of Rights
43. No Extra Claims
44. Area, Incidence and Duration

## PART B

### MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

## 2. Title

This award shall be known as Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2016 Award.

## 3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camp.

"Act" means *Government Sector Employment Act 2013*, any successor or replacement legislation.

"Allocated Days Off" means the day/s that the employee who works set patterns of hours as detailed in this award has off each settlement period as a result of that employee accruing the necessary hours.

"Area Manager", means the employee who manages the parks, resources and employees of an Area and reports to a Regional Manager.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of section 43(4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means the head of the Office of Environment and Heritage.

"Contract hours" for the day for a full-time employee, means one fifth of the full-time 35 hours, as defined in this Award. For a part-time employee, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five employees assigned under the control of a Crew Leader to undertake incident management duties.



"Crew Leader" means an employee responsible for leading a crew to implement a strategy. The Crew Leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an employee diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Chief Executive" means Chief Executive of the Office of Environment and Heritage.

"Dispute" is a disagreement between an employee or employees and the OEHL concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an employee either rostered for duty, or assigned on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both OEHL responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a Duty Officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary.

"Employer for all purposes other than Industrial" means the Chief Executive of the Office of Environment and Heritage.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his normal place of abode at the conclusion of each shift.

"Field Officer (Bush Fire Management Program) Classifications" are for the Bush Fire Management Funding Program.

Field Officer General Operations are Monday to Friday workers. Staff employed in this classification will perform the functions described in Appendix A

Field Officer Grade 1-2 are Monday to Friday workers.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (N.B. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is OEHL participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are NPWS employees whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00:p.m.

"NPWS" means the National Parks and Wildlife Service of the Office of Environment and Heritage.

"Nominated working place" means the location where an employee normally commences work.

"Ordinary working hours" means the average number of hours the employee is required to work each week.

"Regional Manager" means the employee who manages the parks, resources and employees of a Region and reports to a Branch Director of NPWS.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the OEH, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m.

"Standby" means an approved period of time outside normal working hours, when employees, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the employee's immediate supervisor or manager or any other employee authorised by the Chief Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Employee" means any employee engaged in terms of section 43(3) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

#### **4. Parties**

4.1 The "Parties" to this Award are:

- (i) Industrial Relations Secretary for the Office of Environment and Heritage (OEH);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

#### **5. Salaries**

5.1 The salary rates paid to employees covered by this Award are specified in Tables 1 and 2 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salary rates are all inclusive of the following allowances:

- (i) Diving
- (ii) Kosciusko
- (iii) Dry Cleaning
- (iv) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2015 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades employees under this Award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

#### **6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) ongoing full-time and part-time employees;
- (ii) temporary employees, subject to OEH convenience; and
- (iii) casual employees, subject to OEH convenience, and limited to salary sacrifice to superannuation in accordance with sub-clauses 6.7 - 6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the employee's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"post-compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

6.3 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:

- 6.3.1 a benefit or benefits selected from those approved by the Secretary; and
- 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.

6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

6.5 The agreement shall be known as a Salary Packaging Agreement.

6.6 Except in accordance with sub-clause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.

6.7 Where an employee makes an election to sacrifice a part or all of their post-compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to OEH's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, OEH shall pay the amount of post-compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 Police Regulation (Superannuation) Act 1906;
- 6.9.2 Superannuation Act 1916;
- 6.9.3 State Authorities Superannuation Act 1987; or
- 6.9.4 State Authorities Non-contributory Superannuation Act 1987;
- the OEH must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause 6.9 of this clause, the OEH must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's 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 statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under Part B - Monetary Rates of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The OEH may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## 7. Allowances

- 7.1 Allowances payable in terms of sub-clauses 7.2, 7.3 and 7.4 listed in this clause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

## 7.2 Boot Allowance

A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the OEH. The allowance is to be a maximum of \$171.20 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of NPWS.

## 7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an employee is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

(i) where meals are provided by OEH, \$74.88 or \$3.12 per hour

(ii) where meals are not provided by the OEH \$119.62 or \$4.98 per hour

7.3.4 OEH will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

## 7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate employees for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those employees who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in paragraph 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.

7.4.5 The rates of the allowances will be:

**Table 1**

Grade	With Dependents	Without Dependents
A	\$4,493.26	\$3,144.81
B	\$5,991.02	\$4,193.49
C	\$7,488.79	\$5,242.16

To be paid from the first full pay period to commence on or after 1 July 2016.

**Table 2**

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
-----------	---

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B"	is payable to employees living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka
Grade "C"	is payable to employees living in the following locations: Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

- 7.4.6 Should employees be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.
- 7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by NPWS
- 7.5.1 A weekly allowance of \$190 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.
- 7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.
- 7.5.3 Only in exceptional circumstances would OEH require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$27.14 per day.
- 7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.
- 7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.
- 7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

## **8. Standby Arrangements - Including Standby Associated With Declared Incidents**

- 8.1 Standby roles - employees may be directed to be on standby as a:
- (i) Duty Officer - either for general standby or associated with a declared incident (refer to clause 3 - Definitions); or
  - (ii) General standby - an employee assigned on standby to respond to after hours duty as required.
- 8.2 Standby duties - employees directed to be on standby must be readily contactable by telephone, radio or mobile phone where one has been issued, during the standby period and be prepared to respond

immediately to duty as required. Employees who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.

- 8.3 Duty Officer support - a Duty Officer may have access to OEH's after hours contact lists, an OEH vehicle (with radio) and mobile phone dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an employee can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
  - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
  - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 8.5 Standby rates
- 8.5.1 An employee required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

## **9. Allowance for Temporary Assignments to Higher Roles**

- 9.1 Employees who relieve in a higher role for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher role and the employee's salary. The proportions shall depend on the range and level of duties performed in the role. Where the role is vacant, an employee relieving in the role shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant role and the employee's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the roles.
- 9.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles shall be mutually agreed to prior to the relieving period.

## **10. Assignment**

- 10.1 Assignment to a vacant role will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 10.2 Assignment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

## **11. Progression**

- 11.1 General
- 11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
- 11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.

11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

## **12. Project Teams**

12.1 The Chief Executive or nominee may request employees to perform work in a designated project team.

12.2 An employee may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the employee shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive role in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

## **13. Hours of Work**

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.

13.3.2 Employees, except those in roles under the Field Officer classification, may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.

13.3.3 The standard coretime shall be between the hours of 9:30 a.m. and 3:30 p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10 - Local Arrangements, of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in NPWS work locations.

13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g. start/finish times and days of the week for 7 day roster workers.

13.3.6 The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the OEH, the needs of employees and the provision of services to the OEH's customers.



13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.

13.3.8 Hours of work for roles and/or classifications will be as set out in sub-clause 13.4.

13.3.9 No employee will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).

13.3.10 Permanent changes to the pattern of hours for an employee are subject to consultation with the employee and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 15 - Overtime - General, of this Award.

13.4.2. Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of roles to be reclassified from Seven Day Roster roles to Monday to Friday Day roles in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2 (i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2 (ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster role if a vacancy exists in this category as determined in paragraphs 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39 - Industrial Grievance Procedure.

13.4.3. Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a role being reclassified from Monday to Friday to a Seven Day Roster role will be made by the OEH on the basis that:

- (a) Where an employee employed in a Monday to Friday role performs work on more than:

23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or

11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,

the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the OEH (and the OEH will not unreasonably withhold

agreement) to have the role converted to a Seven Day Roster Worker role that attracts the loading; or

- (b) By agreement between the local manager and delegate, a Monday to Friday Day role is converted to a Seven Day Roster role.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in paragraph 13.4.6 below.

#### 13.4.4. Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program. These arrangements will apply for a limited period and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in paragraph 13.4.4(ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in paragraph 13.4.4(ii) can be converted to a Seven Day Roster Worker role in accordance with paragraph 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive role as a Seven Day Roster Worker, they will be entitled to loading pursuant to paragraphs 13.4.5 (vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster roles vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

#### 13.4.5 **Field Officer General Operations**

- (a) The Field Officer - General Operations will perform the functions contained at Appendix A of this award. The Field Officer General Operations will be a Monday to Friday worker and shall be remunerated by the rates contained in this award in Table 2.

#### 13.4.6 **Field officer Grade 1-2**

- (a) Field Officer Grade 1-2 will be a Monday to Friday classification. All employees engaged in this classification will be Monday to Friday workers.

#### 13.4.7. Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.4.7 (ii) except where paragraphs 13.4.2, 13.4.3, 13.4.4, 13.4.5 and 13.4.6 apply.

- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 13.4.6. Current employees will retain the loading should they transfer or win a promotion to another role as defined in the default employment category.
- (iv) Ordinary hours for employees are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the OEH and the employee concerned.
- (v) Employees shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Employees working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the OEH and the employee concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster roles for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an employee agrees to work more than the maximum specified in sub-clauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Employees referred to in (vii) or (viii) of this paragraph who are directed to work more weekend days and public holidays than those prescribed for their role, will be paid penalty rates as follows:

**Table 3**

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this paragraph will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

**13.4.8 Opt Out and Opt in**

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
  - (a) paragraph 13.4.2 being satisfied; and,
  - (b) with written approval from the OEH.

- (ii) Prior to externally advertising a vacant Seven Day Roster role of the same classification that attracts the loading, the role will:
  - (a) in the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading; and
  - (b) if no employees that have previously opted out accept the offer to opt back in, the role will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

#### 13.4.9 Set Pattern of Hours

- (i) These provisions apply to employees who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
  - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
  - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks' notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks' notice of its cessation.
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

### 14. Variation of Hours

- 14.1 Where OEH directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least 2 weeks' notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between OEH and the employees within the bandwidth, no penalty is paid.
- 14.3 Where the OEH provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the OEH does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the employee requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.

- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

## **15. Overtime - General**

### **15.1 General**

15.1.1 General overtime conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of OEH; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

### **15.2 Overtime at Home**

15.2.1 Employees covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

## **16. Meal Breaks**

### **16.1 Unpaid meal break**

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, employees shall be allowed at least 30 minutes.

### **16.2 Paid meal break**

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

## **17. Rest Breaks**

17.1 There must be a break of at least ten (10) consecutive hours between an employee's normal finishing time and normal start time.

17.2 Employees required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.

- 17.3 Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.
- 17.4 Where an employee is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.
- 17.5 Where an employee is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

### **18. Temporary, Casual and School Based Apprentices Work Arrangements**

- 18.1 Temporary employees and casual employees will be employed by the OEH in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 18.2 Temporary Employees
- 18.1 Temporary employees and casual employees will be employed by the OEH in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 18.2 Temporary Employees
- 18.2.1 All temporary employment will be in accordance with the *Government Sector Employment Act 2013*, or Regulations and Rules arising from this legislation from time to time.
- 18.2.2 Temporary employees shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to employer based contributions to their nominated superannuation fund.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 18.3 Casual Employees
- 18.3.1 Casual employees shall be engaged by the OEH on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the role divided by 260.8929 divided by 7 = Base hourly rate
  - (ii) Rate for Monday to Friday = base hourly rate plus 25%
  - (iii) Rate for Saturday = base hourly rate plus 58%
  - (iv) Rate for Sunday = base hourly rate plus 83%
  - (v) Rate for Public Holidays = base rate plus 158%

The rate of pay for casual employees shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casual employees are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casual employees are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, casual employees shall also receive the benefit of leave entitlements in accordance with sub-clauses 12 (iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3.7 Casual employees shall be engaged and paid for a minimum of three consecutive hours for each day worked.

#### 18.4 School Based Apprentices

##### 18.4.1 Wages

- (i) The hourly rates for full-time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of paragraph 18.4.2 (i) of this clause, where a school based apprentice is a full-time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

##### 18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

##### 18.4.3 Conversion from a school based apprentice to a full-time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

##### 18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### **19. Part-Time Work Arrangements**

- 19.1 Part-time work may be available to:
- 19.1.1 ongoing and temporary employees who wish to work part-time in an existing role;
  - 19.1.2 existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;
  - 19.1.3 employees recruited and assigned to a role where the approved hours are less than full-time.
- 19.2 The decision to work part-time is voluntary. No employee shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Employees employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the role.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Employees employed on a part-time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Employees employed on a part-time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

### **20. Job Sharing**

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 OEH will support employees sharing a role provided that the:
- 20.2.1 arrangement is fair and equitable to the employees involved;
  - 20.2.2 employees involved in the job sharing arrangement agree to the arrangement;
  - 20.2.3 arrangement can be on an ongoing or temporary basis;
  - 20.2.4 arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client OEH relationship is maintained.
- 20.3 The days each employee shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

### **21. Public Holidays and Public Service Holiday**

- 21.1 General



- 21.1.1 Unless directed to attend for duty by the Secretary or delegate, an employee is entitled to be absent from duty on any day which is:
- (i) a declared public holiday throughout the State;
  - (ii) a declared local holiday in the part of the State at or from which the employee performs duty; and
  - (iii) a Public Service Holiday in accordance with any directives issued by the Secretary (this replaces the Union Picnic Day).
- 21.1.2 If a declared local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.
- 21.2 Monday to Friday Workers
- 21.2.1 Those employees required to work on a declared public holiday shall be paid overtime in accordance with clause 15 - Overtime - General.
- 21.2.2 Employees who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.
- 21.3 Seven Day Roster Workers
- 21.3.1 Employees covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13 - Hours of Work.
- 21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13 - Hours of Work, or clause 15 - Overtime - General, as is appropriate.
- 21.3.3 Provisions of paragraph 21.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14 - Variation of Hours, of this Award. The employee will be entitled to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

## **22. Leave**

- 22.1 General
- 22.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within:
- the Act and Regulation, and
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award, and
- OEH's policies as agreed and reviewed from time to time.
- 22.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

## **23. Recreation Leave and Annual Leave Loading**

- 23.1 Recreation Leave

- 23.1.1 For Monday to Friday Workers paid recreation leave accrues at the rate of 20 working days per year,
- 23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.
- 23.2 Annual Leave Loading
- 23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.
- 23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.
- 23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

#### **24. Family and Community Service Leave and leave arising from Domestic Violence**

- 24.1 The application of Family and Community Service Leave for employees covered by this Award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.
- 24.2 The application of Leave for Matters Arising from Domestic Violence for employees covered by this Award shall be in accordance with clause 84A of the Crown Employees (Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

#### **25. Excess Travel Time**

- 25.1 Excess Travel Time shall be regulated in accordance with the provisions of Clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

#### **26. Contact With Employees on Parental and Maternity Leave**

- 26.1 All parties agree to implement the NPWS Parental/Maternity Leave Contact Policy which aims to maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 26.2 It is recognised that some employees may not wish to keep in contact with the OEHL while they are on leave.

#### **27. Incident Conditions**

- 27.1 General
- 27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
- 27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.
- 27.1.3 Adjustments to hours will be carried forward to the next settlement period.
- 27.1.4 On successful completion of basic fire fighting training all employees will be issued with appropriate personal protective and other equipment in accordance with the OEHL's Fire Management Manual as varied from time to time.
- 27.1.5 Employees directed to return from annual leave to attend an Incident will be compensated for pre-paid accommodation, and return travel from their leave destination to home at either First

Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off as in paragraph 27.2.5.

27.1.6 "Incident Controller" within this clause means an employee responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

## 27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in sub-clause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an employee is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Employees required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

## 27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

## 27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, employees may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g. new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where employees are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Employees shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

## 27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department OEH's job evaluation process. Only those persons assigned to roles identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

**Table 4**

Role	2.5% increase effective from the first full pay period on or after 1 July 2016	2.5% increase effective from the first full pay period on or after 1 July 2017
Crew Member	\$61,096	\$62,623
Crew Leader	\$68,643	70,359
Sector Commander	\$76,202	\$78,107
Divisional Commander	\$86,301	\$88,459
Operations Officer	\$92,661	\$94,978
Planning Officer	\$92,661	\$94,978
Logistics Officer	\$114,754	\$117,623
Incident Controller	\$127,179	\$130,358
Deputy Incident Controller		
Safety Officer		
Situation Officer		
Situation Unit Leader		
Resource Officer		
Resource Unit Leader		
Air Attack Supervisor		
Air Operations Manager		
Air Observer		
Airbase Manager		

27.5.2 Employees with specific skills assigned to work in any of the identified Incident Roles listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional Incident Roles has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

- 27.5.5 Employees must be assigned to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.
- 27.5.6 When new Incident Roles are created they will be evaluated to determine the appropriate salary and existing Incident Roles may be reviewed at the same time.
- 27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.
- 27.6 Payment associated with Incidents
- 27.6.1 This replaces the provisions of Clause 15 - Overtime, in relation to overtime worked in respect of incidents.
- 27.6.2 Payment will be calculated as follows:
- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.
- 27.6.3 No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g. 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.
- 27.7 Family and Dependent Care During Incident Conditions
- 27.7.1 OEHL will compensate employees for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.
- 27.7.2 OEHL will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.
- 27.8 Provision of meals and accommodation whilst working on Incident
- 27.8.1 OEHL will generally provide meals including breakfast, lunch, and dinner, and provide supper for employees working night shift.
- 27.8.2 Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.
- 27.8.3 If no meal is supplied, a payment of \$15.24 per meal is made.
- 27.8.4 Wherever possible employees will be allowed to return home or the OEHL will provide accommodation in a hotel or motel.
- 27.8.5 Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in Clause 7 - Allowances, of this Award.
- 27.9 Standby Associated with Incidents
- 27.9.1 When an incident is declared appropriately trained and qualified employees may be required to be on standby outside normal rostered working hours.

**28. Working from Home**

- 28.1 Supervisors may allow employees to work from home: however, working from home is not to be a routine arrangement.
- 28.2 Employees covered by this Award may be given approval to work from home from time to time.
- 28.3 Greater access to working from home is to be given to employees where:
- 28.3.1 family members are sick; or
  - 28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;
  - 28.3.3 for weekend and night emergency incident management; and
  - 28.3.4 the nature of the work allows for it.
- 28.4 In some cases where family members are sick, employees may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 28.5 When working at home, employees must ensure that they are contactable by their office.
- 28.6 Employees are covered by workers' compensation where prior approval has been given to the employer to work from home.

**29. Dependent Care**

- 29.1 Where dependents of the employee are sick and require care, the OEH will continue to support the employee in the following ways:
- 29.1.1 In accordance with Clause 75 – Parental Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award; or
  - 29.1.2 Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an employee with a sick dependent is required to attend to work that cannot be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 OEH will meet the additional costs involved in before or after school care, where an employee is required to work beyond their regular hours, resulting in additional cost to the employee for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable employees to attend residential training and development activities.
  - 29.4.2 To employees required to work during emergency situations.
  - 29.4.3 To ensure that employees are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 OEH will compensate the employee for additional dependent care expenses relating to hours worked during the incident.

### **30. Families and Field Work**

- 30.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.
- 30.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

### **31. Training and Development**

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the OEH.
- 31.2 The training and development of employees covered by this Award will be linked to the Performance Development and Feedback system or any replacement Performance Management System agreed to by the parties. Performance, Development and Feedback Plans will be established through the system and be relevant to the employees current role and their future career path.
- 31.3 All training and development will be managed and conducted in accordance with the OEH's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

### **32. Study Assistance**

- 32.1 The OEH will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Employees are entitled to apply for study time and study leave in accordance with the provisions Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award 32.2.1. The following costs associated with courses:
  - (a) Higher Education Contribution Help scheme Fee; or
  - (b) TAFE compulsory fees; or
  - (c) Compulsory post-graduate fees; or
  - (d) Compulsory full fee paying course fees;

will be reimbursed by the OEH in accordance with the guidelines following.

- 32.3 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
  - (i) is their first qualification as an employee of the OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive; or
  - (ii) is their second or successive qualification as an employee of the OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive.

- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 32.3(i) or \$12,000 in respect of paragraph 32.3 (ii) of this clause, where other requirements have been met as in sub-clause 32.6 below.
- 32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the OEH, approval may be given for a maximum of eight annual approvals as set out in sub-clause 32.4 above.
- 32.6 To be eligible to receive a refund, an employee must:
- (i) have been employed in the OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
  - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
  - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Employees who receive prior approval for study assistance for a particular course, or qualification under the NPWS policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 32.3(i) any subsequent application for study assistance will be treated as a second application under paragraph 32.3 (ii) of this clause.
- 32.9 The costs associated with courses as outlined in paragraph 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

### **33. Training Competency**

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

### **34. Engagement of Contractors**

- 34.1 OEH is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department OEH. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

### **35. Anti-Discrimination**

- 35.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.



- 35.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) 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) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 35.5 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.
- 35.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 35.7 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."

### **36. Redundancy Entitlements**

- 36.1 Redundancy provision payments will be made in accordance with the Managing Excess Employees Policy, as varied from time to time.

### **37. Outplacement Services**

- 37.1 OEH agrees to provide outplacement services to employees declared excess and who are subject to the Managing Excess Employees Policy. A panel of suitable outplacement service providers will be agreed between OEH and AWU.

### **38. Workplace Environment**

- 38.1 OEH will ensure that all employees are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.
- 38.2 While there are no requirements for office workplaces, the OEH agrees to provide employees covered by this Award with reasonable conditions and space.
- 38.3 Smoking is prohibited at all indoor NPWS workplaces and in OEH vehicles.

### **39. Housing**

- 39.1 The parties agree to consult on future issues related to OEH-owned housing including the preparation of briefs for valuers.

39.2 All employees occupying an OEH house will be required to sign a tenancy agreement.

#### **40. Industrial Grievance Procedure**

##### 40.1 General

40.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

40.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.

40.1.3 In seeking a resolution to any industrial dispute or industrial grievance, OEH may be represented by an industrial organisation of employers, and the employees of OEH may be represented by an industrial organisation of employees.

40.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

##### 40.2 Steps to Resolve Industrial Grievances or Disputes

40.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the) employee(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

**41. Deduction of Union Membership Fees**

- 41.1 Each Union shall provide OEH with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 41.2 The Union(s) shall advise OEH 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 OEH at least one month in advance of the variation taking effect.
- 41.3 Subject to sub-clauses 41.1 and 41.2 above, the Department OEH shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with its rules of membership, provided that the employee has authorised the OEH to make such deductions.
- 41.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to employee's Union membership accounts.
- 41.5 Unless other arrangements are agreed by the OEH and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.
- 41.6 Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

**42. Saving of Rights**

- 42.1 No employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

**43. No Extra Claims**

- 43.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector – Salaries 2015) Award shall apply to employees covered by this Award.

**44. Area, Incidence and Duration**

- 44.1 This Award will apply to employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the National Parks and Wildlife Service of the Office of Environment and Heritage.
- 44.2 This Award will not apply to employees:
- (i) that transferred to the OEH where these employees occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established Department OEH of Environment and Climate Change effective 27 April 2007; or
  - (ii) that are employed in the Senior Executive Service (SES); or
  - (iii) that are employed in the Botanic Gardens Trust; or
  - (iv) whose conditions of employment are determined by the Crown Employees (Office of Environment and Heritage – Parks and Wildlife Group) Conditions of Employment 2015 Award or any successor instrument to that Award including employees who are occupying Field Officer classifications where the role description specifies the role's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
  - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2015 or any successor instrument to that Agreement.

- 44.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.
- 44.4 The Award shall take effect on and from 1 July 2016 and shall remain in force nominally until 30 June 2018.
- 44.5 This award rescinds and replaces the Crown Employees (Office of Environment and Heritage – Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2015 Award published 15 January 2016 (378 I.G.1178).
- 44.6 The parties have agreed that negotiations for a new Award will commence 6 months prior to the nominal expiry date of this Award and that these discussions will include consideration of the following issues:
  - The creation of a stand-alone Award
  - The insertion of a consultation clause that provides for regular meetings between union delegates and local managers to discuss local issues
  - Whether any employee-related cost savings have been achieved during the nominal term of this Award

**PART B**

**MONETARY RATES AND CLASSIFICATIONS**

**Table 1 - Salary Schedule for Skilled Trades Classification**

CLASSIFICATION/GRADE/YEAR	2.5% increase effective from the first full pay period on or after 01.07.16 Per annum \$	2.5% increase effective from the first full pay period on or after 01.07.17 Per annum \$
<b>TRADESPERSON</b>		
Tradesperson Level 1	61,779	63,323
Tradesperson Level 2	63,715	65,308
Tradesperson Level 3	65,949	67,598
Tradesperson Level 4	69,395	71,130
Tradesperson Level 5 Year 1	70,282	72,039
Tradesperson Level 5 Year 2	74,119	75,972
Electronics Tradesperson	77,824	79,770
<b>TRADES APPRENTICE YEAR (PERCENTAGE)</b>		
1st Year (50%)		
2nd Year (60%)		
3rd Year (75%)		
4th Year (85%)		
<b>COMPETENCY CRITERIA FOR SKILLED TRADES</b>		
Level 1 Base trade. Appointees Employees at this level must have appropriate trade qualifications.		
Level 2 Base trade plus the ability to perform general park maintenance duties, when required		

<p>Level 3 A tradesperson who is able to:</p> <ul style="list-style-type: none"> <li>- work with the minimum amount of supervision;</li> <li>- work with the minimal amount of technical direction;</li> <li>- solve technical problems;</li> <li>- meet deadlines;</li> <li>- ensure quality control of work; and</li> <li>- perform general park maintenance duties when required.</li> </ul>
<p>Level 4 Senior Tradesperson is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or supervises the work of other tradespersons, including setting work priorities and allocating tasks.</p>
<p>Level 5 Assignment to a role at this level is by competitive selection to advertised vacancies. This level includes the Maintenance Supervisor role, which is responsible for the Field Officers of a district. A trade role which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a role at this level.</p>

**Progression**

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

**Table 2 - Salary Schedule for Field Officer Classification**

	2.5% increase effective from the first full pay period on or after 01.07.16 Per annum \$	2.5% increase effective from the first full pay period on or after 01.07.17 Per annum \$
<b>CLASSIFICATION/GRADE/YEAR</b>		
<b>Field Officer General Operations – Monday to Friday</b>		
Field Officer General Operations	39,310	40,293
<b>AWU classification - Officers employed from 4/8/05</b>		
<b>Field Officer Base Grade 1/2 – AWU – Monday to Friday</b>		
Field Officer Base Grade 1 Year 1- AWU	46,307	47,465
Field Officer Base Grade 1 Year 2- AWU	47,477	48,664
Field Officer Base Grade 2 Year 1- AWU	48,572	49,786

Field Officer Base Grade 2 Year 2- AWU	50,837	52,108
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	46,307	47,465
Field Officer Grade 1 Year 2	47,477	48,664
Field Officer Grade 2 Year 1	48,572	49,786
Field Officer Grade 2 Year 2	50,837	52,108
Field Officer Grade 3A Year 1	58,009	59,459
Field Officer Grade 3A Year 2	59,031	60,507
Field Officer Grade 4A Year 1	60,684	62,201
Field Officer Grade 4A Year 2	61,779	63,323
AWU classification - Existing officers employed prior to 4/8/05		
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	53,539	54,877
Field Officer Grade 1 Year 2	54,540	55,904
Field Officer Grade 2 Year 1	55,359	56,743
Field Officer Grade 2 Year 2	56,419	57,829
Field Officer Grade 3A Year 1	58,009	59,459
Field Officer Grade 3A Year 2	59,031	60,507
Field Officer Grade 4A Year 1	60,684	62,201
Field Officer Grade 4A Year 2	61,779	63,323
Field Officer Grade B3/B4		
Field Officer Grade 3B Year 1	58,009	59,459
Field Officer Grade 3B Year 2	59,031	60,507
Field Officer Grade 4B Year 1	60,684	62,201
Field Officer Grade 4B Year 2	61,779	63,323
Senior Field Officer/Senior Field Officer (Plant) Grade 1/2		
Senior Field Off/SFO (Plant) Grade 1 Year 1	63,152	64,731
Senior Field Off/SFO (Plant) Grade 1 Year 2	64,225	65,831
Senior Field Off/SFO (Plant) Grade 2 Year 1	65,524	67,162
Senior Field Off/SFO (Plant) Grade 2 Year 2	66,896	68,568
Field Supervisor Grade 1/2		
Field Supervisor Grade 1 Year 1	69,190	70,920
Field Supervisor Grade 1 Year 2	70,776	72,545
Field Supervisor Grade 2 Year 1	72,362	74,171
Field Supervisor Grade 2 Year 2	73,949	75,798
Senior Field Supervisor Grade 1/2		
Senior Field Supervisor Grade 1 Year 1	80,228	82,234

Senior Field Supervisor Grade 1 Year 2	82,199	84,254
Senior Field Supervisor Grade 2 Year 1	84,172	86,276
Senior Field Supervisor Grade 2 Year 2	86,142	88,296

### **Progression Criteria for Field Officer Classification**

Progression Criteria

#### Field Officers

Other than Field Officer General Operations and Field Officer 1-2 Grade all other Field Officer roles shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

#### **Progression Criteria for Field Officer 1-4**

##### Field Officer Grade 1

Assignment to a role at this grade shall be subject to competitive selection for advertised vacancies.

Assignment to a role at this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the employee having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

##### Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.
- (d) employees engaged in the Field Officer Grade 1-2 role shall not progress into the Field officer 1-4 classification unless through merit based selection in accordance with the Government Sector Employment Act 2013.

##### Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the employee is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

#### Field Officer (Plant) Grade 3

This is an established role for a full-time plant operator.

Assignment to this role shall be subject to:

- (a) the employee having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the employee possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that assignment to a role of Field Officer (Plant) shall be subject to competitive selection for advertised vacancies or by way of transfer.

#### Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

#### Field Officer (Plant) Grade 4

Progression to this classification has ceased.

#### Senior Field Officer Grade 1

Assignment to the role of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for employees responsible for direct supervision of National Parks and Wildlife Service employees, volunteers and contractors.

#### Senior Field Officer (Plant) Grade 1

Assignment to the role of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer (Plant) Grade 4; and
- (b) the employee having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that assignment to the role of Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

#### Senior Field Officer Grade 2

Progression to the role of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the employee meeting the competency requirements for assignment to Senior Field Officer Grade 1; and



- (c) the employee having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

#### Senior Field Officer (Plant) Grade 2

Progression to the role of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for assignment to Senior Field Officer Grade 1 (Plant); and
- (c) the employee having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

#### Senior Field Officer Grade 3

This is a geographic role which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the role of Senior Field Officer Grade 3 is subject to:

- (a) the employee having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

#### Field Supervisor Grade 1

Assignment to the role of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the employee having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

#### Field Supervisor Grade 2

Assignment to the role of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for assignment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officers competencies.

#### Senior Field Supervisor

Assignment to the level of Senior Field Supervisor shall be subject to:

- (a) the employee demonstrating all essential competency requirements for assignment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Assignment to a role at this classification shall be subject to competitive selection for advertised vacancies.

## APPENDIX A

### Functions of the Field Officer General Operations

The Field Officer General Operation will have within the classifications scope of duties the following functions:

Basic upkeep of the estate, including mowing lawns and cleaning of visitor facilities, cleared grounds, gardens, pathways, toilets, BBQs, shelters, picnic furniture, camping areas, short stay accommodation sites, visitor centres, parking areas, playgrounds, depots and offices to ensure safe use and maintain asset condition.

1. Collects rubbish, replenishes consumables and removes graffiti at picnic grounds, toilets, camping areas, short stay accommodation sites, visitor centres, depots, offices and other infrastructure.
2. Conducts basic maintenance of walking tracks, mountain bike and horse riding trails, including trimming vegetation, clearing drains and culverts and basic road maintenance such as filling potholes.
3. Performs weed control tasks this may involve the use of herbicides subject to training and certifications.
4. Participates as a crew member only in hazard reduction and wildfire management programs subject to training and certifications.
5. Assists in the transport and handling of materials and equipment, activation of advisory signs and other basic tasks.
6. Records and reports in a timely manner any issue or incident impacting on the park or visitors and alerts supervisors to potential risks to the safety of visitors and staff.
7. Operates minor plant and equipment including utility vehicles, whipper snippers, pressure washers, weed spraying units, chainsaws and conditionally licensed vehicles (excluding major plant).

P. J. NEWALL, Commissioner

---

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (POLICE MEDICAL OFFICERS - CLINICAL  
FORENSIC MEDICINE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(Case No. 2016/00199684)

Before Commissioner Newall

14 July 2016

**VARIATION**

1. Delete Table 1 - Salaries of Part B Monetary Rates of the award published 14 September 2012 (374 I.G. 954) and insert in lieu the following:

**Table 1 - Salaries**

Classification	From the First Full Pay Period on or after 01/07/2012 \$ 2.5%	From the First Full Pay Period on or after 01/07/2013 \$ 2.27%	From the First Full Pay Period on or after 01/07/2014 \$ 2.27%	From the First Full Pay Period on or after 01/07/2015 \$ 2.5%	From the First Full Pay Period on or after 01/07/2016 \$ 2.5%
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post- graduate experience	109,903	112,398	114,949	117,823	120,769
5 years, less than 6 years post- graduate experience	115,584	118,208	120,891	123,913	127,011
Police (Forensic) Medical Officer, Grade 2 -					
1st year	126,959	129,841	132,788	136,108	139,511
2nd year	132,638	135,649	138,728	142,196	145,751
3rd year and thereafter	138,326	141,466	144,677	148,294	152,001
Police (Forensic) Medical Officer, Grade 3 -					
1st year	149,696	153,094	156,569	160,483	164,495
2nd year	157,271	160,841	164,492	168,604	172,819
3rd year and thereafter	164,854	168,596	172,423	176,734	181,152
Head, Clinical (Forensic) Medicine Section -					
1st year	176,220	180,220	184,311	188,919	193,642
2nd year	180,012	184,098	188,277	192,984	197,809

2. This variation shall take effect from the first full pay period commencing on or after 1 July 2016.

P. J. NEWALL, Commissioner

**CROWN EMPLOYEES (SKILLED TRADES) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 2016/187198)

Before Commissioner Murphy

21 June 2016

**AWARD**

Arrangement

**PART A**

Clause No.	Subject Matter
1.	Definitions
2.	Hours - Day Workers
3.	Rates of Pay
4.	Allowances
5.	Tool Allowance
6.	Leading Hands
7.	Mixed Functions
8.	Excess Fares and Travelling Time
9.	Overtime
10.	Shift Work
11.	Holidays and Sunday Work
12.	Payment of Wages
13.	Contract of Employment
13A	School Based Apprentices
14.	Distant Work
15.	Chokages
16.	Special Conditions
17.	Hygiene and Safety First-Aid Outfit
18.	Conveniences
19.	Piecework
20.	Damage to Clothing or Tools
21.	Sharpening Tools
22.	Special Tools and Clothing
23.	Insurance of Tools
24.	Exhibition of Award
25.	Anti-Discrimination
26.	Carer's Leave
27.	Union Delegates
28.	Dispute Resolution
29.	Transport of Employee's Tools
30.	Picnic Day
31.	General Leave Conditions and Accident Pay
32.	Deduction of Union Membership Fees
33.	Work Health and Safety for Employees of Labour Hire Employers
34.	Area, Incidence and Duration
35.	No Extra Claims

**PART B**

## RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Tool Allowances

Table 3 - Allowances

**PART A**

This award shall be known as the Crown Employees (Skilled Trades) Award 2016.

**1. Definitions**

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
- 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;

- (c) Providing technical guidance within the scope of the work described in this definition;
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

## 2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven(7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Unions NSW Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in Clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 2.3 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

### 3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

### 4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 3 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
  - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
  - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
  - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
  - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 3 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 4 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1 the allowance rate specified in Item 5 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
  - 4.6.2 When required to act on their Gasfitter's licence;
  - 4.6.3 When required to act on their Drainer's licence;
  - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;
  - 4.6.5 When required to act on their Plumber's and Drainer's licence;
  - 4.6.6 When required to act on their Gasfitter's and Drainer's licence;



- 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.
- 4.7 Electric Welding - An additional allowance as specified in Item 6 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 7 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in Clause 3, Rates of Pay, the allowance rate specified in Item 8 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 9 of Part B, Table 3.
- 4.11 Joiners, NSW Public Works: A Joiner employed in the NSW Public Works division of the Department of Finance, Services and Innovation shall be paid the allowance rate specified in Item 10 of Part B, Table 3. This rate is fixed for all purposes of the award.

The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.

Where a joiner works away from their regular place of employment, a deduction specified in Item 10 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.

- 4.12 Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the allowance rate specified in Item 11 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 12 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 14 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 15 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within

twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, their industrial officer, manager or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 15 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 15 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of subparagraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);

shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

4.17 Height Money:- Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the Work Health & Safety Act 2011.

4.18 Hot Places:- Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

4.19 Insulation Material:- An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.

4.20 Smoke-boxes, etc:- Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.

4.21 Wet Places:-

4.21.1

(a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

(b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.22 Acid furnaces, Stills, etc:

4.22.1 A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

- 4.22.2 An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.
- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money:- An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds:- The allowance rates specified in Item 24 of Part B, Table 3. for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
  - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application:- A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 Roof Work:- Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers:- A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3 for the time so worked.
- Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.
- Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.

4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the NSW Public Works division of the Department of Finance, Services and Innovation who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the NSW Public Works division of the Department of Finance, Services and Innovation working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Industrial Relations Secretary.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

(a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3 per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14 Cold Places, 4.15 Confined Spaces, 4.18 Hot Places and 4.21 Wet Places of this clause.

(b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under Clause 4, Allowances if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
- (ii) State Highway No. 11 from Gilgandra to Tamworth
- (iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3 extra per day or part thereof.

4.34.4 Bridge and Road Construction:- Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 34 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 35 of Part B, Table 3 per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.5 For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 37 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.

(b) Where the block weighs 9 kg or over and up to 18 kg.

(c) Where the block weighs over 18 kg.

4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.

4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 38 of Part B, Table 3.

4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 39 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.

4.40 Asbestos - Employees required to work with materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where it is mandatory to wear protective equipment the employees shall be paid the allowance rate specified in Item 40 of Part B, Table 3 whilst engaged on such work.

4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 42 of Part B, Table 3 each day on which he uses such a tool.

4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 43 of Part B, Table 3 per hour or part thereof while so engaged.

4.43 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the Work Health and Safety Act 2011 concerning construction work involving asbestos and asbestos cement.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 44 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4 Allowances, with the exception of subclauses 4.14 cold places; 4.18 hot places; 4.25 swing scaffold; 4.26 spray application and 4.28 working second hand timber.

Other Conditions -

The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.

4.44 Animal Houses -

An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 45 of Part B Table 3 whilst so employed.

- 4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an hourly allowance as set out in Item 46 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

#### **5. Tool Allowance**

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay an employee of a classification specified in Item 1 of Part B, Table 2 clause 6 Tool Allowances shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

#### **6. Leading Hands**

Leading hands shall be shall be paid allowances prescribed in Part B Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 47 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 48 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 49 of Part B, Table 3.

#### **7. Mixed Functions**

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

#### **8. Excess Fares and Travelling Time**

- 8.1 An allowance specified in Item 50 of Part B, Table 3 shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
- 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 51 of Part B, Table 3 shall be paid.
- 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
- 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 52 of Part B, Table 3 clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
- 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 53 of Part B, Table 3 shall be paid.
- 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.



The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 50 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item Part B Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 29 June 2001 (325 I.G. 808), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Industry (formerly Department of Land and Water Conservation). Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award.

## 9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 9.2 of this clause, in computing overtime each day's work shall stand alone.

- 9.2 Rest Period after Overtime: Following completion of overtime, an employee shall either;
- (a) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
  - (b) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
  - (c) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:-
- 9.2.1 for the purpose of changing shift rosters; or
  - 9.2.2 where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - 9.2.3 where a shift is worked by arrangement between the employees themselves.
- 9.3 Call Back:

9.3.1 An employee recalled to work overtime after leaving his/her employer's business 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 recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 54 of Part B, Table 3 for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

#### 9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

#### 9.5 Standing By:

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back,

#### 9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours thereafter until a meal-hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than six hours without a break for a meal.

#### 9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

#### 9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 55 of Part B, Table 3. After the completion of each four hours on continuous overtime the employee shall be paid the allowance rate specified in Item 54 of Part B, Table

3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

#### 9.9 Transport of Employees:

An employer shall provide transport for an employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).

#### 9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

#### 9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 2, Hours, Day Workers and Clause 10, Shift Work, of this award.

9.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

#### 9.12 Limitation of Overtime:

No employee, including a night shift worker, shall work for more than 16 hours' overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

#### 9.13 Availability Allowance - Roads and Maritime Services (RMS)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RMS who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday

and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.

9.13.3 The allowance set out in subclauses 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.

9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

## **10. Shift Work**

### **PART A**

#### **OTHER THAN CONSTRUCTION WORK**

(a) Definitions

10.1 For the purpose of this clause

10.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

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

10.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

10.1.4 "Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

(b) Hours - General

10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.

10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in Clause 2 Hours - Day Workers, of this award shall apply.

Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

#### Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

#### Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

#### 10.8.7 Saturdays

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

#### 10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

#### 10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

#### 10.8.10

Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

**PART B****CONSTRUCTION WORK**

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:
- (a) whenever it maybe found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction
  - (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9. Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

**11. Holidays and Sunday Work**

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in subclause 10.8.9, Sundays and Holidays of Part A - Other than Construction Work, of Clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.
- Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.
- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of Clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.

- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

## **12. Payment of Wages**

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in Clause 13, Contract of Employment of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

## **13. Contract of Employment**

### **13.1 Weekly Employment**

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.



### 13A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### 14. Distant Work

- 14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

- 14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.

14.3 Return fares and travelling time need not be paid to an employee who:

- (a) leaves their employment of their own free will; or
- (b) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 56 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 57 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 57 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Maritime Services; Department of Investment or NSW State Forests in respect of the following work:

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 58 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B Table 3 on each occasion they return home provided they:

- (i) work as required during the ordinary working hours, and
- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3 in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

14.8 The provisions of this clause shall apply wherever the employee is engaged.

14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.

14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of Clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

## 15. Chokages

15.1 If an employee is employed upon any chokage and is required to;

- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
- (ii) or a scupper containing sewerage

- (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 61 of Part B, Table 3 per day or part of a day thereof.

#### 15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 62 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

### 16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 16.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011, shall be complied with.
- 16.3 Employees working in battery rooms or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

### 17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 63 of Table 3.

### 18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 18.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 18.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 18.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 18.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible to employees.
- 18.6 The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

### **19. Piecework**

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

### **20. Damage to Clothing Or Tools**

An employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

### **21. Sharpening Tools**

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

### **22. Special Tools and Clothing**

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 61 cm. long, augers, of all sizes, star bits and bits not ordinarily used in a brace, hammers (except claw

hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.

22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances.

The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.

22.1.4 Plumber: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, cramps caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.

22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.

22.1.6 Sign writers to be supplied with all brushes.

22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.

22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of Clause 4, Allowances, of this award.

22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.

22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.

22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.

22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:

22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.

22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 64 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 65 of Table 2 of Part B of this award.

A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 64 rate.

The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.

22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

## **ANNEXURE**

### **Authority Form**

, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$) not be met by accumulation of credit (at the rate of \$ per week)

from I authorize deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$.

Signed:

Date:

### **23. Insurance of Tools**

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

### **24. Exhibition of Award**

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

### **25. Anti-Discrimination**

- 25.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 25.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 25.7 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."

## 26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:
- (a) a spouse of the officer; or
  - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
  - (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
  - (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
    - (i) 'relative' means a person related by blood, marriage or affinity;
    - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (iii) 'household' means a family group living in the same domestic dwelling.
- 26.2 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
    - (i) the employee being responsible for the care and support of the person concerned, and
    - (ii) the person concerned being as defined as above.
  - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any



sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

### 26.3 Time Off in Lieu of Payment for Overtime

26.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

26.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

### 26.4 Make-up Time

26.4.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

## 27. Union Delegates

An employee appointed shop steward in the shop or department in which they are employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

## **28. Dispute Resolution**

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

### **28.1 Procedure relating to a grievance of an individual employee:**

28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.

28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

### **28.2 Procedure for a dispute between an employer and the employees:**

28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

## **29. Transport of Employee's Tools**

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

## **30. Picnic Day**

30.1 The first Monday in December of each year shall be the Union Picnic Day.

30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the

employer requests production of the ticket butt, payment need not be made unless the evidence is produced.

- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 30.6 In Departments to which the Government Sector Employment Act 2013 applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

### **31. General Leave Conditions and Accident Pay**

- 31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the Government Sector Employment Act 2013 shall be bound by the Government Sector Employment Regulation 2014.
- 31.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.
- 31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.

(a) Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under paragraph 31.3 (a)(i) and 31.3 (a)(ii) above, must be recorded in writing.

- (iv) Request to return to work part-time

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (b) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 31.3 (b)(i).

### **32. Deduction of Union Membership Fees**

- 32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 32.2 The union shall advise the employer 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 employer at least one month in advance of the variation taking effect.
- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **33. Work Health and Safety for Employees of Labour Hire Employers**

- (i) For the purposes of this subclause, the following definitions shall apply:
  - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this sub clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### **34. Area, Incidence and Duration**

34.1 This award shall apply to:

- (a) all non-executive public service employees as defined in the Government Sector Employment Act, 2013 employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the Government Sector Employment Act, 2013, except where another industrial instrument or arrangement applies to the employees; and
- (b) any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the Public Sector Employment and Management Act, 2002 and who was covered by the predecessor to this award on that date,

of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the Government Sector Employment Act 2013 applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.

34.2 This award rescinds and replaces the Crown Employees (Skilled Trades) Award published 10 August 2012 (373 I.G 1800).

34.3 This award shall take effect on and from 1 July 2016 and shall remain in force until 30 June 2017.

### 35. No Extra Claims

35.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

## PART B

### RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at
	1.7.16 \$
Bespoke Bootmaker	915.40
Blacksmith	1001.40
Body Maker, First Class	991.10
Boilermaker and/or Structural Steel Tradesperson	991.10
Boot or Shoe Repairer	898.60
Bricklayer	991.10
Bridge and Wharf Carpenter	991.10
Cabinet Maker	1028.90
Carpenter and/or Joiner	991.10
Coach and/or Spray Painter	991.10
Drainer	1001.40
Electrical Fitter	1057.20
Electrical Instrument Fitter	1107.10
Electrical Mechanic	1057.20
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1127.20
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1076.60
Electronics Tradesperson	1214.40
Farrier	1001.40
Fitter	991.10
Forger and/or Faggoter	991.10
French Polisher	1028.90
Machinist, A Grade (Woodworking)	991.10
Machinist, First Class (Metal Trades)	1009.10
Marker-off	1001.40
Mechanical Tradesperson - Special Class (as defined )	1046.60
Motor Mechanic	991.10
Painter	991.10
Panel Beater	991.10
Patternmaker	1021.20
Plant Electrician	1116.00
Plant Mechanic	991.10
Plasterer	991.10
Plumber and/or Gasfitter	1001.40

Radio Mechanic or Fitter	1057.20
Refrigeration and/or Air Conditioning	1057.20
Saw Doctor	1057.20
Sawyer, No. 1 Benchperson	1009.10
Scalemaker and/or Adjuster	991.10
Scientific Instrument Maker	1021.20
Sewing Machine Mechanic	991.10
Sheetmetal Worker, First Class	991.10
Shipwright and/or Boatbuilder	991.10

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at
	1.7.16 \$
Signwriter	1021.20
Slater and Tiler	991.10
Stonemason	991.10
Stonemason-Carver	1057.20
Tilelayer	991.10
Toolmaker	1021.20
Toolsmith	1001.40
Trimmer (Motor)	991.10
Turner	991.10
Watchmaker	973.40
Welder, Special Class	1001.40
Welder, First Class	991.10

### WAGES FOR APPRENTICES

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.16 \$
1st year	428.60
2nd year	563.90
3rd year	722.20
4th year	833.10

Wages for apprentices employed by Department of Education and Communities

Four Year Term	Per week as at 1.7.16 \$
1st year	462.20
2nd year	608.00
3rd year	778.80
4th year	898.60

(ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.11. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such

additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.

- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.11 per week in addition to the wage rates prescribed for apprentices in subclause (i).

**Table 2 - Tool Allowances**

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Clause No.		As from fpp 1/7/16 \$
5	Tool Allowances	
	Blacksmith	30.80
	Bodymaker, First Class	30.80
	Boilermaker and/or Structural Steel	30.80
	Bricklayer	22.00
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	30.80
	Cabinet Maker	12.50
	Carpenter	30.80
	Drainer	30.80
	Farrier	30.80
	Fitter	30.80
	Forger and/or Faggoter	30.80
	Machinist, First Class (Metal Trades)	30.80
	Machinist (Metal Trades) Special Class	30.80
	Marker Off	30.80
	Motor Mechanic	30.80
	Painter	7.50
	Panel Beater	30.80
	Patternmaker	30.80
	Plant Mechanic	30.80
	Plasterer	30.80
	Plumber	30.80
	Plumber and Gasfitter	30.80
	Plumber, Gasfitter and Drainer	30.80
	Sewing Machine Mechanic	30.80
	Sheetmetal Worker, First Class	30.80
	Shipwright/Boatbuilder	30.80
	Signwriter	7.50
	Slater and Tiler	16.10
	Stonemason	30.80



	Stonemason-Carver	30.80
	Tilelayer	22.00
	Toolmaker	30.80
	Toolsmith	30.80
	Trimmer (Motor)	30.80
	Turner	30.80
	Vehicle Builder	30.80
	Watchmaker	10.10
	Welder, Special Class	30.80
	Welder, First Class	30.80

Tool Allowances - Electrical		
Clause No.	Brief Description	As at 1.7.16 \$
5	Electrical Fitter	19.46
	Electrical Fitter/Mechanic	19.46
	Electrical Instrument Fitter	19.46
	Electrical Mechanic	19.46
	Electrician in charge of plant having a capacity of less than 75 kilowatts	19.46
	Electronic Tradesperson	19.46
	Electrical Instrument Fitter	19.46
	Plant Electrician	19.46
	Radio Mechanic and Fitter	19.46
	Refrigeration and/or Air Conditioning Mechanic	19.46

**Table 3 - Allowances**

Clause No.	Brief Description	As at 1.7.16 \$
4.2	Carpenter Diver (p.w.)	289.30
4.4	Electrician who is holder of a NSW electrician's licence:	
	A Grade Licence (p.w.) B Grade Licence (p.w.)	48.10 25.90
4.5	Lead Burner (p.h.)	0.99
4.6	Plumber and Drainer when required to act on plumbers licence (p.h.)	1.26
	gasfitters licence (p.h.)	1.26
	drainers licence (p.h.)	1.03
	plumbers and gasfitters licence (p.h.)	1.68
	plumbers and drainers licence (p.h.)	1.68
	gasfitters and drainers licence (p.h.)	1.68
4.7	plumbers, gasfitters and drainers licence (p.h.)	2.31
	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.73
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	26.00
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.34
4.10	Computing quantities (p.d.)	5.66
4.11	Joiner, Public Works and Education Departments:	

	when working at regular place of employment (p.w.)	44.80
	when working away from regular place of employment (p.d.)	9.01
4.12	Registration allowance (p.h.)	0.96
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.20
4.14	Cold places: below 0 degree Celsius (p.h.)	0.78
	below minus 7 degrees Celsius (p.h.)	0.91
4.15	Confined spaces (p.h.)	0.97
4.16	Dirty work (p.h.)	0.78
	For Bridge and wharf carpenter who:	
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.78
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.78
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.78
4.17	Height money:	
	7.5 metres from ground, deck, floor or water (p.h.)	0.78
	for every additional 3 metres (p.h.)	0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.)	0.78
	exceeds 54 degrees celsius (p.h.)	0.97
4.19	Handling insulation material (p.h.)	0.95
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.50
	repairs to and while inside oil fired boilers (p.h.)	1.92
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.78
	when required to work in the rain (p.h.)	0.78
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	2.95
	called upon to work knee-deep in mud or water (p.d.)	6.12
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	3.96
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	3.96
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.)	0.78
	for each additional 15 metres (p.h.)	0.78
4.24	Depth exceeding 3 metres (p.h.)	0.78
4.25	Swing scaffolds: for the first four hours or any portion	5.71

	thereof, and (p.h.) for each hour thereafter (p.h.)	1.17
	Solid plasterers when working off a swing scaffold (p.h.)	0.16
4.26	Spray application (p.h.)	0.76
4.27	Soil pipes (p.h.)	0.97
4.28	Working on second-hand timber (p.d.)	3.05
4.29	Roof work:	
	work in excess of 12 metres from the nearest floor level (p.h.)	0.97
	minimum payment (p.h.)	0.97
4.30	Electric welding (p.h.)	0.30
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.)	1.87
	bridge and wharf carpenter when required to use these tools (p.d.)	1.87
4.32	Scaffolding rigging (p.h.)	0.78
4.33	Corrective establishments (p.h.)	1.94
	Mental institutions (p.h.)	1.49
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.55
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.50
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	3.62
4.34	Distant places: in districts as set out in subclause 5.3 (p.d.)	1.49
	in western division of the state (p.d.)	2.44
	within the area as set out in subclause 5.36.3 (p.d.)	2.44
	Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.39
4.36	Morgues (p.h.)	0.91
4.37	Application of epoxy based materials or materials of a like nature (p.h.)	0.97
	Application of such material in buildings which are normally air conditioned (p.h.)	0.66
	Working in close proximity to employees so engaged (p.h.)	0.78
4.38	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.)	0.78
	9 kg or over and up to 18 kg (p.h.)	1.36
	over 18 kg (p.h.)	2.16
4.39	Bagging bricks or concrete structures (p.h.)	0.71
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.71
4.41	Materials containing asbestos (p.h.)	0.97
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.20
4.43	Operation of brick cutting machine (p.h.)	0.97
4.44	Asbestos eradication (p.h.)	2.59
4.45	Employee required to work in an Animal House (p.h.)	0.48
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where	0.78

	coal wash is being unloaded, handled or spread (p.h.)	
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	49.20
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	63.00
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	82.40
15.1	Chokages pipe or pump (p.d.)	9.05
15.2	Fouled equipment (p.d.)	9.05
17.3	First Aid qualifications (p.d.)	3.39

## Application to employees of Department of Education and Communities

Clause No	Brief Description	As at 1.7.16 \$
5	Tool Allowances - Electrical	
	Radio Mechanic and Fitter	21.30

Clause No.	Brief Description	As at 1/7/16
8.1	Excess fares and travelling time to and from place of work	24.00 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	9.60 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	20.20 p.d. 23.40 p.d.
8.2.1	If employer provides or offers to provide transport free of charge	
	- to first year apprentices	8.00 p.d.
	- to all other apprentices	9.50 p.d.
9.3.3	Meal allowance:	
	- after working in excess of four hours	14.90
	- for each subsequent meal	12.80
9.8	Tea Money:	
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	14.90
	- after each four hours on continuous overtime, for each meal	13.10
14.4	Expenses of reaching home and of transporting tools from distant work	23.20
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	503.20 p.w. 71.90 p.d.
14.6	Camping allowance	28.90 p.d.
14.7	Returning home for the weekend from distant work	39.80
22.6.2	Supply of boots	37.20
	Accrual of credit	4.40 p.w.
23.2	Reimbursement for loss of tools	1,790.10

J.V. MURPHY, Commissioner

## **CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 2016/0018793)

Before Commissioner Murphy

21 June 2016

### **AWARD**

#### **PART A**

1. Arrangement

Clause No.	Subject Matter
------------	----------------

#### PART A

1. Arrangement
2. Title
3. Coverage
4. No Extra Claims
5. Wages and Allowances
6. Facilitative Arrangement
7. Salary Packaging Arrangements
8. Carer's Leave
9. Anti-Discrimination
10. Dispute Resolution Procedures
11. Deduction of Union Membership Fees
12. Area, Incidence and Duration

#### SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED

#### PART B

#### MONETARY RATES

#### SCHEDULE B - RATES OF PAY

#### SCHEDULE C - WORK RELATED ALLOWANCES

#### SCHEDULE D - EXPENSE RELATED ALLOWANCES

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2016.

### **3. Coverage**

The provisions of this award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the Government Sector Employment Act 2013 who are covered by the provisions of the awards and agreements set out at Schedule A of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories).

#### **4. No Extra Claims**

- (i) This Award provides rates of pay increases to the instruments listed at Schedule A of 2.5% with effect from the first full pay period to commence on or after 1 July 2016.
- (ii) Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

#### **5. Wages and Allowances**

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in clause 4(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in clause 4(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

#### **6. Facilitative Arrangement**

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
  - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
  - (b) Where applicable, the Industrial Relations Secretary and Unions NSW may seek quarterly progress reports on agency level committee negotiations.
  - (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
    - (1) the development of level descriptors;
    - (2) identification of structured training for the purposes of the level descriptors; and
    - (3) translation of existing staff into any new structure.
  - (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Industrial Relations Secretary to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.
  - (e) The usual Dispute Resolution procedures as set out in Clause 10 will be followed by the industrial parties in the context of these negotiations.

- (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

#### **7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- (i) The entitlement to salary package in accordance with this clause is available to:
  - (a) permanent full-time and part-time employees;
  - (b) temporary employees, subject to the Department or agency's convenience; and
  - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
  - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
  - (a) a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
  - (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
  - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) Police Regulation (Superannuation) Act 1906;
  - (b) Superannuation Act 1916;
  - (c) State Authorities Superannuation Act 1987; or
  - (d) State Authorities Non-contributory Superannuation Act 1987,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's 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 statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Wages and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **8. Carer's Leave**

- (i) Use of Sick Leave:
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 8(i)(c)(2) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:



- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
  - (i) a spouse of the employee; or
  - (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (ii) Unpaid Leave for Family Purpose: An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 8(i)(c)(2) who is ill.
- (iii) Annual Leave:
  - (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph 8(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
  - (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime:
  - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph 8(iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph 8(iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time:
  - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (vi) Bereavement Leave:
  - (a) An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph 8(i)(c)(2) above.
  - (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
  - (c) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
  - (d) An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
  - (e) Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

## **9. Anti-Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (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 that, 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

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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."

### **10. Dispute Resolution Procedures**

Subject to the provisions of the Industrial Relations Act 1996, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

### **11. Deduction of Union Membership Fees**

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer 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 employer at least one month in advance of the variation taking effect.
- (iii) Subject to 11(i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## 12. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the Government Sector Employment Act 2013 in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories) and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2015 published 15 January 2016 (378 I.G. 1566).

This Award shall take effect from the beginning of the first full pay period to commence on or after 1 July 2016 and shall remain in force until 30 June 2017.

### SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2016

1. Crown Employees (Security and General Services) Award
2. Crown Employees (Skilled Trades) Award
3. Crown Employees (Transport Drivers, &C) Award
4. Farm Assistants (Department of Education and Communities) Wages and Conditions Award
5. Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award
6. Crown Employees (NSW Department of Justice) - Museum of Applied Arts and Sciences Electrical Preparators) Award
7. Crown Employees Conservation Field Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015
8. Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2015

## PART B

### MONETARY RATES

#### SCHEDULE B - RATES OF PAY

##### Crown Employees (Security and General Services) Award - Rates of Pay

Clause 7 Rates of Pay Classification	Per week as at 1.7.16 \$
Security Officer	
Grade 1	868.20
Grade 2	898.60
Grade 3	939.70

General Services Officer	
Grade 1	774.70
Grade 2	841.50
Grade 3	868.20
Part-time Employees (Per hour) -	
General Services Officer Grade 2 (Cleaners)	23.94

Application to school based employees of the Department of Education

Clause 7 Rates of Pay Classification	Per week as at 1.7.16 \$
Security Officer Grade 1	935.80
Grade 2	968.40

### Crown Employees (Skilled Trades) Award - Rates of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance Classification	Per week as at 1.7.16 \$
Bespoke Bootmaker	915.40
Blacksmith	1001.40
Body Maker, First Class	991.10
Boilermaker and/or Structural Steel Tradesperson	991.10
Boot or Shoe Repairer	898.60
Bricklayer	991.10
Bridge and Wharf Carpenter	991.10
Cabinet Maker	1028.90
Carpenter and/or Joiner	991.10
Coach and/or Spray Painter	991.10
Drainer	1001.40
Electrical Fitter	1057.20
Electrical Instrument Fitter	1107.10
Electrical Mechanic	1057.20
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1127.20
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1076.60
Electronics Tradesperson	1214.60
Farrier	1001.40
Fitter	991.10
Forger and/or Faggoter	991.10
French Polisher	1028.90
Machinist, A Grade (Woodworking)	991.10
Machinist, First Class (Metal Trades)	1009.10
Marker-off	1001.40
Mechanical Tradesperson - Special Class (as defined )	1046.60
Motor Mechanic	991.10
Painter	991.10
Panel Beater	991.10
Patternmaker	1021.20
Plant Electrician	1116.00
Plant Mechanic	991.10
Plasterer	991.10
Plumber and/or Gasfitter	1001.40
Radio Mechanic or Fitter	1057.20
Refrigeration and/or Air Conditioning	1057.20
Saw Doctor	1057.20

Sawyer, No. 1 Benchperson	1009.10
Scalemaker and/or Adjuster	991.10
Scientific Instrument Maker	1021.20
Sewing Machine Mechanic	991.10
Sheetmetal Worker, First Class	991.10
Shipwright and/or Boatbuilder	991.10
Signwriter	1021.20
Slater and Tiler	991.10
Stonemason	991.10
Stonemason-Carver	1057.20
Tilelayer	991.10
Toolmaker	1021.20
Toolsmith	1001.40
Trimmer (Motor)	991.10
Turner	991.10
Watchmaker	973.40
Welder, Special Class	1001.40
Welder, First Class	991.10

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.16 \$
1st year	428.60
2nd year	563.90
3rd year	722.20
4th year	833.10

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as at 1.7.16 \$
1st year	462.20
2nd year	608.00
3rd year	778.80
4th year	898.60

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.11. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.

- (v) Apprentice patternmakers shall be paid the sum of \$1.11 per week in addition to the wage rates prescribed for apprentices in subclause (i).

**Crown Employees (Transport Drivers, &c.) Award - Rates of Pay**

Clause 2 Wages	Classification	Per week as at 1.7.16 \$
<b>1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms</b>		
(a)	Up to 295 -	891.00
(b)	Over 295 and up to 4650	898.60
(c)	Over 4650 and up to 6250	905.90
(d)	Over 6250 and up to 7700	905.90
(e)	Over 7700 and up to 9200	915.40
(f)	Over 9200 and up to 10800	915.40
(g)	Over 10800 and up to 12350	923.40
(h)	Over 12350 and up to 13950	923.40
(i)	Over 13950 and up to 15500	930.70
(j)	Over 15500 and up to 16950	939.70
(k)	Over 16950 and up to 18400	939.70
(l)	Over 18400 and up to 19750	939.70
(m)	Over 19750 and up to 21100	939.70
(n)	Over 21100 and up to 22450	946.90
(o)	Over 22450 and up to 23850	946.90
(p)	Over 23850 and up to 25200	946.90
(q)	Over 25200 and up to 26550	956.30
(r)	Over 26550 and up to 27900	956.30
(s)	Over 27900 and up to 29300	956.30
(t)	Over 29300 and up to 30650	956.30
(u)	Over 30650 and up to 32000	851.20
(v)	Over 32000 and up to 33350	851.20
(w)	Over 33350 and up to 34750	973.40
(x)	Over 34750 and up to 36100	973.40
(y)	Over 36100 and up to 37450	973.40
(z)	Over 37450 and up to 38800	973.40
(aa)	Over 38800 and up to 40200	983.00
(ab)	Over 40200 and up to 41550	983.00
(ac)	Over 41550 and up to 42900	983.00
(ad)	Over 42900 and up to 44250	991.10
(ae)	Over 44250 and up to 45650	991.10

<b>2. Drivers of mobile cranes</b>		
- employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods		
- where the mobile crane has a lifting capacity in kilograms		
(a)	Up to and not exceeding 3050	905.90
(b)	Over 3050 and not exceeding 5100	915.40
(c)	Over 5100 and not exceeding 6100	923.40
(d)	Over 6100 and not exceeding 7100	923.40
(e)	Over 7100 and not exceeding 8100	923.40
(f)	Over 8100 and not exceeding 9150	923.40
(g)	Over 9150 and not exceeding 10150	930.70
(h)	Over 10150 and not exceeding 11200	930.70
(i)	Over 11200 and not exceeding 12200	930.70
(j)	Over 12200 and not exceeding 13200	939.70
(k)	Over 13200 and not exceeding 14200	939.70
(l)	Over 14200 and not exceeding 15250	939.70

(m)	Over 15250 and not exceeding 16250	939.70
(n)	Over 16250 and not exceeding 17250	946.90
(o)	Over 17250 and not exceeding 18300	946.90
(p)	Over 18300 and not exceeding 19300	946.90
(q)	Over 19300 and not exceeding 20300	946.90
(r)	Over 20300 and not exceeding 21350	956.30
(s)	Over 21350 and not exceeding 22350	956.30
(t)	Over 22350 and not exceeding 23350	956.30
(u)	Over 23350 and not exceeding 24400	956.30
(v)	Over 24400 and not exceeding 25500	956.30
(w)	Over 25500 and not exceeding 26400	956.30
(x)	Over 26400 and not exceeding 27450	956.30
(y)	Over 27450 and not exceeding 28450	963.80
(z)	Over 28450 and not exceeding 29450	963.80
(aa)	Over 29450 and not exceeding 30500	956.30
And for each additional 1000 kg or part thereof over		0.35
3. Drivers of fork lifts - of a capacity		
(a)	Up to 4500 kg	905.90
(b)	Over 4500 to 9100	923.40
(c)	Over 9100 kg	930.70
4. Drivers of prime movers - where the crane has a lifting capacity of		
(a)	Up to 20350 kg	915.40
(b)	Over 20350 kg	939.70
5. Extra Hands		871.30

**Farm Assistants (Department of Education and Communities) Wages and Conditions Award - Rates of Pay**

Clause 9 - Wages		From 1.7.16 \$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance		
Farm Assistant - Class I		915.20
Farm Assistant - Class II		1052.50
Flower Gardener		945.60

**Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award - Rates of Pay**

Clause 4 - Wages		From 1.7.16 \$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner		774.20
Room Attendant		774.20
Dining Room Attendant		774.20
Laundry Attendant		774.20
Stores Steward		774.20
Household Staff Grade 2		
Butcher (casual)		782.80
Cook (unqualified)		782.80
Household Staff Grade 3		
Laundry Supervisor		806.40
Cook (qualified)		806.40
Dining Room Supervisor		806.40
Housekeeper/Cleaning Supervisor		806.40
Household Staff Grade 4		
First Cook (qualified)		848.40



Household Staff Grade 5	
Catering Supervisor	886.20

**Crown Employees (NSW Department of Justice) - Museum of Applied Arts and Sciences Electrical Preparators Award - Rates of Pay**

Clause 6 - Wage Rates	From 1.7.16 (per year) \$
Electrical Preparator - Grade 1	
Year 1	59,695.00
Year 2	61,290.00
Year 3	63,007.00
Electrical Preparator - Grade 2	
Year 1	65,395.00
Year 2	67,951.00
Senior Electrical Preparator - Grade 1	
Year 1	70,751.00
Year 2	72,039.00

**Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015 - Rates of Pay**

Schedule 1 - Wage Rates	From 1.7.16 \$
Trainee	866.40
Grade 1	903.10
Grade II	952.00
Grade III	1,002.80
Grade IV	1,030.60
Grade V	1,088.80
Grade VI	1,160.50
Grade VII	1,218.40

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2015 - Rates of Pay**

Classification	As at 1.7.16 \$
Apprentice	
Year 1 38 hpw	26,862.00
Year 2 38 hpw	35,817.00
Year 3 38 hpw	44,770.00
Year 4 38 hpw	50,740.00
Trades Level 5/6	
Yr 1 38 hpw	59,693.00
Yr 2 38 hpw	61,292.00
Yr 3 38 hpw	63,009.00
Yr 4 38 hpw	64,755.00
Trades Level 7/8	
Yr 1 38 hpw	66,593.00
Yr 2 38 hpw	68,582.00
Yr 3 38 hpw	70,752.00
Yr 4 38 hpw	73,635.00

**SCHEDULE C****WORK RELATED ALLOWANCES****Crown Employees (Security and General Services) Award - Work Related Allowances**

Clause 9 - Additional Rates		As at 1.7.16 \$
Clause 9 - Additional Rates		
(i)	Leading Hands Allowance: (per week)	
	1 - 5 employees	37.20
	6 - 10 employees	42.30
	11-15 employees	55.20
	16-20 employees	63.70
	Over 20 employees -	63.70
	for each employee over 20 an additional amount is paid	0.50
(ii)	Qualification allowance (per week)	25.00
(iii)	First Aid Allowance (per week)	19.20
(iv)	Boiler Attendants Certificate (per week)	16.30
(v)	Refrigeration Drivers Certificate (per week)	16.30
(iv)	Contingency Allowance (per week)	
	1-10 Hours per week	10.20
	11 to 25 hours per week	15.90
	26 to 38 hours per week	21.40
(vii)	Toilet allowance (per week)	12.80
(viii)	Multi-Purpose Machines Allowance - per shift	3.10
(ix)	Furniture removal allowance - per shift	3.10
(x)	Torches - per shift	1.01
(xi)	Laundry allowance - per shift	2.14
(xii)	Locomotion allowance - per shift	34.06
(xiii)	Bicycle allowance - per shift	2.69
Clause 10. Shift Allowances		
(iii) (a)	Broken Shifts allowance (per day)	15.63
(iii) (b)	Excess Fares allowance (per week)	9.90
Clause 13. - General Conditions		
(iii)	Accommodation deduction (per week)	19.50

Application to school based employees of the Department of Education

Clause 8 - Additional Rates		As at 1.7.16 \$
(i)	Leading Hands Allowance (per week)	
	1 - 5 employees	40.20
	6 - 10 employees	45.40
	11-15 employees	59.50
	16-20 employees	68.80
	Over 20 employees -	68.80
	for each employee over 20 an additional amount is paid	0.50
(v)	Contingency Allowance (per week)	
	1-10 Hours per week	11.00
	11 to 25 Hours per week	17.10
	26 to 38 Hours per week	23.00

**Crown Employees (Skilled Trades) Award - Work Related Allowances**

Clause No.	Brief Description	As at 1.7.16 \$
4.2	Carpenter Diver (p.w)	289.30

4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	48.10 25.90
4.5	Lead Burner (p.h.)	0.99
4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h.)	1.26 1.26 1.03 1.68 1.68 1.68 2.31
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.73
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	26.00
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.34
4.1	Computing quantities (p.d.)	5.66
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	44.80 9.01
4.12	Registration allowance (p.h.)	0.96
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.20
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.78 0.91
4.15	Confined spaces (p.h.)	0.97
4.16	Dirty work (p.h.)	0.78
	For Bridge and wharf carpenter who:	
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.78
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.78
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.78
4.17	Height money:	
	7.5 metres from ground, deck, floor or water (p.h.)	0.78
	for every additional 3 metres (p.h.)	0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.78 0.97
4.19	Handling insulation material (p.h.)	0.95
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.50 1.92
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.78 0.78 2.95 6.12
4.22	Acid furnaces, Stills, etc: Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	3.96 3.96
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.)	0.78

	for each additional 15 metres (p.h.)	0.78
4.24	Depth exceeding 3 metres (p.h.)	0.78
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	5.71 1.17 0.16
4.26	Spray application (p.h.)	0.76
4.27	Soil pipes (p.h.)	0.97
4.28	Working on second-hand timber (p.d.)	3.05
4.29	Roof work:	
	work in excess of 12 metres from the nearest floor level (p.h.)	0.97
	minimum payment (p.h.)	0.97
4.30	Electric welding (p.h.)	0.30
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	1.87 1.87
4.32	Scaffolding rigging (p.h.)	0.78
4.33	Corrective establishments (p.h.)	1.94
	Mental institutions (p.h.)	1.49
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.55
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.50
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophila (p.h.)	3.62
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) - Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.49 2.44 2.44 1.39
4.36	Morgues (p.h.)	0.91
4.37	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.) Working in close proximity to employees so engaged (p.h.)	0.97 0.66 0.78
4.38	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.) - 9 kg or over and up to 18 kg (p.h.) - over 18 kg (p.h.)	0.78 1.36 2.16
4.39	Bagging bricks or concrete structures (p.h.)	0.71
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.71
4.41	Materials containing asbestos (p.h.)	0.97
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.20
4.43	Operation of brick cutting machine (p.h.)	0.97
4.44	Asbestos eradication (p.h.)	2.59
4.45	Employee required to work in an Animal House (p.h.)	0.48
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.78
5.	Tool Allowance	
	Electrical Fitter	19.46
	Electrical Fitter/Mechanic	19.46
	Electrical Instrument Fitter	19.46
	Electrical Mechanic	19.46
	Electrician in charge of plant having a capacity of less than 75 kilowatts	19.46
	Electronic Tradesperson	19.46
	Electrical Instrument Fitter	19.46
	Plant Electrician	19.46
	Radio Mechanic and Fitter	19.46
	Refrigeration and/or Air Conditioning Mechanic	19.46

6.1	Employee appointed to be in charge of up to and including five employees (p.w)	49.20
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	63.00
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	82.40
15.1	Chokages pipe or pump (p.d.)	9.05
15.2	Fouled equipment (p.d.)	9.05
17.4	First Aid qualifications (p.d.)	3.39

Application to employees of the Department of Education

Clause No.	Brief Description	As at 1.7.16 \$
5	Tool Allowances - Electrical	
	Radio Mechanic and Fitter	\$21.30

**Farm Assistants (Department of Education and Communities) Wages and Conditions Award - Work Related Allowances**

Clause No.	Allowance	From 1.7.16 \$
6. Special Rates		
6.6.1	Tractor operation (per day)	4.64
6.6.2	Truck driving (per day)	4.64
6.6.3	Headers, etc (per day)	4.64
6.7	Broken Shift (per day)	14.06
6.9	Protective Clothing (per hour)	0.76
6.1	First Aid (per day)	3.53

**Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015 - Work Related Allowances**

Clause No.	Description and Authority Allowance effective first pay period on or after	As at 1.7.2016 \$
9.6	Supervision Allowance	44.94
16.	First Aid Allowance	3.31

**Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award - Work Related Allowances**

Allowance	From 1.7.16 \$
Broken Shift Allowance	11.64

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust,  
Building and Mechanical Trades Employees) Award 2015 - Work Related Allowances**

Clause No.	Allowance effective first pay period on or after	From 1.7.2016 \$
	Brief Description	
7.3.1	Chokage (per hour)	1.21
7.3.2	Asbestos (per hour)	0.97
7.3.3	Plumbers Licence (per hour)	1.68
7.3.4	Plumbers Registration (per hour)	0.96

**SCHEDULE D**

**EXPENSE RELATED ALLOWANCES**

**Crown Employees (Security and General Services) Award - Expense Related Allowances**

Clause 8 - (xiii) Motor Vehicle allowance - Use of private motor vehicle during work related duties	As at 1.7.2016 \$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.66
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.66
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.66
Clause 17 (ii) -Overtime	As at 1.7.2016 \$
Meal money	13.27

**Crown Employees (Skilled Trades) Award - Expense Related Allowances**

Clause No.		As at 1.7.16 \$
5.	Tool Allowances	
	Blacksmith	30.80
	Bodymaker, First Class	30.80
	Boilermaker and/or Structural Steel	30.80
	Bricklayer	22.00
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	30.80
	Cabinet Maker	12.50
	Carpenter	30.80
	Drainer	30.80
	Farrier	30.80
	Fitter	30.80
	Forger and/or Faggoter	30.80
	Machinist, First Class (Metal Trades)	30.80
	Machinist (Metal Trades) Special Class	30.80
	Marker Off	30.80
	Motor Mechanic	30.80
	Painter	7.50
	Panel Beater	30.80
	Patternmaker	30.80
	Plant Mechanic	30.80
Plasterer	30.80	

	Plumber	30.80
	Plumber and Gasfitter	30.80
	Plumber, Gasfitter and Drainer	30.80
	Sewing Machine Mechanic	30.80
	Sheetmetal Worker, First Class	30.80
	Shipwright/Boatbuilder	30.80
	Signwriter	7.50
	Slater and Tiler	16.10
	Stonemason	30.80
	Stonemason-Carver	30.80
	Tilelayer	22.00
	Toolmaker	30.80
	Toolsmith	30.80
	Trimmer (Motor)	30.80
	Turner	30.80
	Vehicle Builder	30.80
	Watchmaker	10.10
	Welder, Special Class	30.80
	Welder, First Class	30.80
8.1	Excess fares and travelling time to and from place of work	24.00
8.1.1	If employer provides or offers to provide transport free of charge	9.60
8.2	Excess fares and travelling to and from work:	
	- first year apprentices (or probationers)	20.20
	- to all other apprentices	23.40
8.2.1	If employer provides or offers to provide transport free of charge	
	- to first year apprentices	8.00
	- to all other apprentices	9.50
9.3.3	Meal allowance:	
	- after working in excess of four hours	14.90
	- for each subsequent meal	12.80
9.8	Tea Money:	
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	14.90
	- after each four hours on continuous overtime, for each meal	13.10
14.4	Expenses of reaching home and of transporting tools from distant work	23.20
14.5.1	Allowance for board and lodging:	
	- while on distant work	503.20
	- for broken parts of week	71.90
14.6	Camping allowance	28.90
14.7	Returning home for the weekend from distant work	39.80
22.6.2	Supply of boots	37.20
	Accrual of credit	4.40
23.2	Reimbursement for loss of tools	1,790.10

**Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015 - Expense Related Allowances**

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	As at 1.7.15 \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	28.80 28.80 28.80
14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	25.90 29.15 49.65
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	\$18.75
14.4(i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	31.15 41.15 9.80
14.4(ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	30.85 5.20

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.



## HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198868)

Before Commissioner Murphy

7 July 2016

### AWARD

#### Arrangement

Clause No.	Subject Matter
7	Area, Incidence and Duration
2	Classifications
4	Conditions of Service
1	Definitions
3	Grading Committee
6	No Extra Claims
5	Savings Provision

Part B

Table 1 - Salary Rates

### PART A

#### 1. Definitions

"Employee" means a person employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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.

"Psychologist in Training" means an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for provisional registration with the Psychology Board of Australia. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the Psychology Board of Australia as a Psychologist.

"Union" means the Health Services Union NSW.

#### 2. Classifications

##### A. Psychologist

(i) Academic and Registration Requirements

A Psychologists is an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or a qualification deemed equivalent by the employer.

The Psychologist classification includes both Psychologists in Training and Psychologists who have full registration with the Psychology Board of Australia.

A Psychologist in Training shall commence at year 1 of the scale for Psychologist.

Provided that where a Psychologist has already met the criteria for full registration and has full registration with the Psychology Board of Australia, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered with the Psychology Board of Australia, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

(ii) Characteristics

(a) Tasks

Psychologists are trained in the independent application of existing treatment techniques and assessment procedures to a range of behavioural and emotional disorders.

Psychologists facilitate change in attitudes and behaviour related to health and illness, for the purpose of preventing and relieving distress or dysfunction and to promote subjective well-being and personal development.

(b) Judgement and Problem Solving

Psychologists evaluate psychological factors affecting maladaptive behaviour and provide individual counselling services, therapeutic interventions, group programs and case management in the areas of (but not limited to) anger management, parenting skills, stress management, social skills training, assertiveness training, mental health and problem addictions.

Psychologists undertake psychometric testing eg intelligence, personality and vocational, consistent with Psychology Board of Australia competencies.

(c) Supervision and Independence

Psychologists may work independently with clinical supervision from a more senior Psychologist.

Psychologists may provide clinical supervision to less experienced Psychologists.

Psychologists with three or more years of post-registration experience are eligible to supervise Psychologists in Training for registration purposes after having successfully undertaken the Psychology Board of Australia certified supervision workshop..

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

Psychologists may participate in psychological research and evaluation projects as required.

Psychologists may be involved in the provision of in-services to staff and students.

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

## **B. Senior Psychologist**

### **(i) Characteristics and General Features of Duties**

Employees at this classification possess a high degree of experience as a Psychologist, with breadth and depth of experience in psychological methods and the provision of psychological services. The Senior Psychologist is able to provide a psychology service with the attribute of initiative, and to exercise independent judgment.

The general duties are as detailed for Psychologist, and in addition:

- (a) clinical supervision of Psychologists;
- (b) provision of psychological assessment and interventions involving adaptive utilisation of psychological principles and methods, including evaluation where appropriate;
- (c) administrative duties, including but not limited to:
  - (1) co-ordination of clinical activities of a service; and
  - (2) significant involvement in service planning and policy.

### **(ii) Academic and Registration Requirements**

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer and who is registered as a psychologist with the Psychology Board of Australia.

Employees appointed at the Senior Psychologist level shall satisfy the criteria for the Psychologist classification and have completed a minimum of one year at the 9th year of service and thereafter point on the salary scale for Psychologist. Employees appointed to this classification shall demonstrate to the satisfaction of the employer by their work performed and the results achieved, together with their aptitude, abilities and other attributes, that appointment at this level is warranted on merit.

## **C. Clinical Psychologist**

### **(i) Academic and Registration Requirements**

The Clinical Psychologist is a fully registered psychologist with a Masters degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components.

Employees with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.

### **(ii) Characteristics**

#### **(a) Task**

Clinical Psychologists are capable of undertaking all activities performed by the classifications of Psychologist and Senior Psychologist as described in the Award.

Clinical Psychologists are trained in the scientific study and application of psychological knowledge and principles for the purpose of diagnosing, understanding, preventing, treating and advising on psychopathological distress or dysfunction and to promote subjective well being.

The essential tasks of Clinical Psychologists are assessment, diagnosis, case formulation and treatment of psychopathology as it is manifested (variously) in cognitive, emotional, motivational, personality and behavioural disturbances in adults, adolescents or children across a range of health care settings including outpatient, community, primary care and in-patient facilities.

Referrals appropriate to Clinical Psychologists encompass a diversity of presentations - from acute to enduring and mild to severe. Problems range from those with mainly biological causation to those emanating mainly from psychosocial factors, as well as problems of coping or adaptation to adverse circumstances that are not themselves reversible by psychological intervention eg physical disability, physical illness, bereavement.

(b) Judgement and Problem Solving

Clinical Psychologists exercise independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/or treatment. Chosen interventions involve the adaptive utilisation of empirically-derived psychological principles.

(c) Supervision and Independence

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques, which enable Clinical Psychologists to assess and diagnose psychological problems and disorders and design and implement appropriate psychological procedures.

Clinical Psychologists work independently and receive clinical supervision from another Clinical Psychologist. Initially such supervision is provided by a more senior and experienced professional colleague but after several years experience, Clinical Psychologists may participate in peer supervision only.

Clinical Psychologists may work in or lead a multidisciplinary team.

Clinical Psychologists are expected to provide clinical supervision to less experienced Psychologists, be involved in peer supervision and supervise postgraduate students on clinical placements.

(d) Organisational Relationships

Clinical Psychologists may conduct psychological research and evaluation projects as required.

Clinical Psychologists are involved in service planning and the formulation of policy.

Clinical Psychologists participate in the provision of in-service programs to staff and students.

Clinical Psychologists are a consultant to Psychologists and may provide peer consultancy to colleagues and other professionals within their area of expertise.

**D. Senior Clinical Psychologist**

(i) Characteristics and General Features of Duties

A Clinical Psychologist may, after not less than the completion of 12 months service at the 5th year of service and thereafter rate, make written application to the employer for progression to the classification of Senior Clinical Psychologist. The application shall comprehend, but not be limited to detailing

current direct treatment responsibilities and duties discharged; together with provision of treatment consultation, supervision and training and relevant documentary support material.

The employer may also establish such positions of Senior Clinical Psychologist that it deems appropriate, from time to time.

Employees that are successful in their application for progression to Senior Clinical Psychologist shall commence on the 1st year of service rate for the classification.

Employees classified as Senior Clinical Psychologist shall discharge the duties as described for Clinical Psychologist above and in addition must demonstrate clinical expertise requiring:

- (1) higher level knowledge and experience in a specific area eg tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
- (2) developing and extending applications of assessment and treatment methods.

In addition, the employee must also discharge duties in at least one of the following areas:

(a) Administrative duties, which may include:

- (1) responsibility for overall service planning and policy; and
- (2) other supra-clinical duties involving responsibility for service provision; and
- (3) responsibility for professional functioning of Psychologists and Clinical Psychologists.

(b) Consultation, involving

- (1) the provision of consultation with other Psychologists or with other professional bodies and organisations (eg other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
- (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.

(c) Research and Evaluation, involving

- (1) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
- (2) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;

(d) Training, involving

- (1) the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills;
- (2) contributing to training for supervisors of psychological services; and
- (3) developing and implementing training programs.

## **E. Principal Psychologist**

- (i) Characteristics and General Features of Duties

Appointment to this classification shall be through competitive selection and assessment on the basis of merit to fill an advertised vacancy; personal progression of an employee is not available for appointment to this level.

It is envisaged appointments to this level would be made from Senior Clinical Psychologists that have substantial knowledge, skills and experience at that level; be able to demonstrate significant expertise in the delivery of psychological services; and is a recognised leader in their clinical field and has contributed to the body of psychological knowledge, and/ or the development and education of psychologists within the field.

Clinical and other duties shall be as detailed above for Senior Clinical Psychologist, and in addition one or more of the following:

- (a) Administrative and policy duties, which may include:
  - (1) providing advice to Health Services and/or liaising between different Health Services on the development and provision of psychological services;
  - (2) acting as a Senior Consultant for government or other agencies; and
  - (3) providing policy advice on human and psychological services at Ministerial level;
- (b) Psychological research of a significant nature and demonstrating ongoing involvement, which may include:
  - (1) a significant number of research publications with the Principal Psychologist as primary author, and which have been published in respected peer reviewed journals. It would be expected that a significant proportion of these publications had been achieved since attaining specialist qualifications; and
  - (2) presentation of papers, which may include psychological research or issues of clinical development, at major professional conferences and seminars;
- (c) Teaching duties of a significant nature, which may include:
  - (1) having a university appointment that includes active involvement in the teaching of psychology at the postgraduate level, and may also include teaching of undergraduates; and
  - (2) teaching specialised clinical skills to other psychologists and/ or students;
- (d) Advisory, with the Principal Psychologist:
  - (1) operating in a senior advisory role to the Health Service and developing systems to ensure a high level of professional functioning of psychologists in that Health Service, such as organising regular continued professional development for Psychologists, maintaining and enhancing professional ethics and conduct, supporting NSW Ministry of Health objectives via evidence based methods and evaluation; and
  - (2) teaching specialised clinical skills to other psychologists and/ or students.

### **3. Grading Committee**

A grading committee will be established on a needs basis for the specific purpose of considering applications made by employees for progression and/or regrading within the classifications of the Award. Where an employee believes that their position is inappropriately graded the application must demonstrate that the applicant meets the requirements of and is required to work at the level as described for the grading being sought.

The committee shall consist of at least three members, a majority of which must be Psychologists of an equivalent or higher grading than that sought by the applicant. In applications for regrading to Senior Clinical Psychologist there must be a Psychologist representative from another Health Service. The committee will be established via consultation between the Union and the Health Service.

The committee will receive the written application addressing the relevant criteria of the classification by the applicant and review its contents prior to proceeding to an interview of the applicant.

The committee shall record its decision and reasoning and make its recommendation to the Chief Executive of the Health Service or his/her nominated representative.

### **4. 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.

### **5. Savings Provision**

Employees classified as Clinical Psychologists as at 5 March 2009 are to retain that classification while they remain in the position they held as at that date.

Subject to satisfactory performance, employees who, as at 27 January 2009, were employed as Psychologists and were enrolled or accepted for enrolment in a post graduate qualification as described at subclause (i) of Part C of Clause 2 Classifications of this Award, shall be reclassified as Clinical Psychologist on successful completion of that qualification.

### **6. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### **7. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award published 14 August 2015 (377 I.G. 1448) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

**PART B****Table 1 - Salary Rates**

Classification	Rate From 1.7.2016 2.5% \$
<b>PSYCHOLOGISTS</b>	
Psychologist	
1st year of service	63,042
2nd year of service	66,452
3rd year of service	69,858
4th year of service	74,117
5th year of service	78,378
6th year of service	82,636
7th year of service	86,897
8th year of service	90,306
9th year of service & thereafter	93,709
Senior Psychologist	
1st year of service	98,822
2nd year of service	103,084
3rd year of service & thereafter	107,342
Clinical Psychologist	
1st year of service	90,306
2nd year of service	95,414
3rd year of service	100,528
4th year of service	105,640
5th year of service and thereafter	110,749
Senior Clinical Psychologist	
1st year of service	115,863
2nd year of service	119,269
3rd year of service & thereafter	122,678
Principal Clinical Psychologist	
1st year of service and thereafter	139,716
<b>PART-TIME PSYCHOLOGISTS</b>	
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))	
Part-Time Psychologist (p/hour)	47.20
(formula:-5th year rate ÷ 52.17857 ÷ 35 + 10%)	
Part-Time Clinical Psychologist (p/hour)	60.50
(formula:-3rd year rate ÷ 52.17857 ÷ 35 + 10%)	
Part-Time Senior Clinical Psychologist (p/hour)	71.80
(formula:-2nd year rate ÷ 52.17857 ÷ 35 + 10%)	

J.V. MURPHY, Commissioner



**HEALTH EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198817)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

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

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

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

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

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) 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.
- (iii) 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.
- (iv) 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.
- (v) 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".
- (vi) 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.
- (vii) Care Service Employees
  - (a) Grade 1 - New Entrant - means an employee with less than 500 hours' relevant work experience who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions, including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member.

Indicative tasks an employee at this level may perform are as follows:

Typical Duties:

**Care Stream**

Carry out simple tasks under supervision to assist a higher grade employee attending to the personal needs of patients.

**Support Stream**

General assistance to higher grade employees in the full range of domestic duties.

**Maintenance Stream**

General labouring assistance to higher-grade employees in the full range of gardening and maintenance duties.

- (b) Grade 1 - means an employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows.

## Typical Duties:

**Care Stream**

Under limited supervision, provide assistance to patients in carrying out simple personal care tasks which shall include but not be limited to:

- Supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails;
- lay out clothes and assist in dressing;
- make beds and tidy rooms;
- store clothes and clean wardrobes;
- assist with meals.

**Support Stream**

Performance under limited supervision of the full range of domestic duties including but not limited to:

- General cleaning of accommodation food service and general areas;
- General waiting, table service and clearing duties;
- Assistance in the preparation of food, including the cooking and/or preparation of light refreshments;
- All laundry duties.

**Maintenance Stream**

Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:

- Sweeping;
- Hosing;
- Garbage collection and disposal; Keeping the outside of buildings clean and tidy;
- Mowing lawns and assisting gardening staff in labouring.

Under direct supervision, provide assistance to CSE Gr 2 or other staff performing similar functions, in attending to higher level personal care needs of a patient.

- (c) Grade 2 - means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

## Typical Duties.

**Care Stream**

Provide a wide range of personal care services to patients, under limited supervision and in accordance with the patient's Care Plan, including:

- Assist and support patients with medication utilising medication compliance aids;
- Simple wound dressing;
- Implementation of continence programs as identified in the Care Plan;
- Attend to routine urinalysis, blood pressure, temperature and pulse checks;
- Blood sugar level checks etc and assist and support diabetic patients in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.
- Recognise, report and respond appropriately to changes in the condition of patients, within the skills and competence of the employee and the policies and procedures of the organisation.
- Assist in the development and implementation of patient care plans
- Assist in the development and implementation of programs of activities for patients.

**Support Stream**

Assist a higher grade worker in the planning, cooking and preparation of the full range of meals.

Drive a sedan or utility.

**Maintenance Stream**

Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge.

Work with and undertake limited coordination of the work of other maintenance workers.

Perform gardening duties.

Provide advice on planning and plant maintenance.

Attend to indoor plants, conduct recycling and re-potting schedules.

Carry out physical inspections of property and premises and report.

- (viii) Cardiac Technician - means a person who performs ECGs, Exercise Stress Testing and Holter Loop Recorders.
- (ix) Cardiac Technologist - Grade 1 - means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer and may be required to perform ECGs, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICDs).
- (x) Cardiac Technologist - Grade 2 - means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the employer and performs Cardiac Sonography or Electrophysiological Studies (EPS).
- (xi) Central Linen Service is a laundry which supplies a linen service to two or more separate hospitals.
- (xii) Centralised Food Production Unit (CFPU) means a centralised food production unit established by a Health Service or the employer 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.

- (xiii) 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.
- (xiv) 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.
- (xv) 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

- (xvi) 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.

(xvii)

- (A) Cook (Grade A) means a person employed as a cook in a hospital having at the preceding 30 June and ADA 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

The Royal Alexandra Hospital for Children: Main kitchen

The Royal North Shore Hospital: Main 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.

(xviii) Employer means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

(xix) 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.

(xx) 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.

(xxi) 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 employer 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.

- (xxii) Health Service means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
- (xiii) 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.
- (xxiv) 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.
- (xxv) Home Supervisor means a person employed as such who is required to supervise resident staff quarters.
- (xxvi) Hospital means a public hospital as defined in section 15 of the Health Services Act, 1997.
- (xxvii) 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.
- (xxviii) Laundry Assistant Foreperson means a person employed as such in a hospital with an ADA of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.
- (xxix) 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.
- (xxx) 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.
- (xxxi) 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.

(xxxii) Museum Technician means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of museum and pathological specimens.

(xxxiii) 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 employer 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.

(xxxiv) 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 employer to be equivalent.



- (xxxv) 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 employer to be equivalent.
- (xxxvi) 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 employer to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.
- (xxxvii) 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 employer 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.
- (xxxviii) 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 employer 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 Health Service (these studies may be conducted by the 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.
- (xxxix) 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.
- (xl) 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.
- (xli) 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.
- (xlii) 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.
- (xliii) 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 Health

Service. At this level the technician will be performing routine basic tasks and is under routine supervision.

- (xliv) 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.
- (xlv) 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.
- (xlvi) 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.
- (xlvii) 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.
- (xlviii) Technical Assistant 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.
- (xlix) 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.
- (l) Union means the Health Services Union NSW.
- (li) 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.

## **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. Dispute Resolution**

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

#### **7. 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 fulfillment 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.

#### **8. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries,

rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees (State) Award published 14 August 2015 (377 I.G. 1457) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the Country of Yancowinna.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2016 2.5% \$
Medical/Technical Group	
Aides	
1st year	918.40
2nd year	936.00
Thereafter	954.70
Technical Assistant Grade 2	
1st year	954.70
2nd year	976.40
Thereafter	993.60
Trainee Cytology Scanner	864.80
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	954.70
2nd year	976.40
Thereafter	993.60
Pharmacy Assistant - Grade 1	
1st year	954.70
2nd year	976.40
3rd year	993.60
4th year	1021.40
Pharmacy Assistant - Grade 2	
1st year	1021.40
2nd year	1046.00
Pharmacy Technician-Grade 1	
1st year	1021.40
2nd year	1046.00
3rd year	1069.60
4th year	1095.10
Pharmacy Technician-Grade 2	

1st year	1118.80
2nd year	1161.20
3rd year	1198.80
4th year	1232.10
Pharmacy Technician-Grade 3	
1st year	1316.80
2nd year	1362.50
Pharmacy Technician-Grade 4	
1st year	1408.60
2nd year	1497.30
Sterilisation Technician-Grade 1	
1st year	954.70
2nd year	976.40
3rd year	1021.40
Sterilisation Technician-Grade 2	
1st year	1046.00
2nd year	1069.60
3rd year	1095.10
Sterilisation Technician-Grade 3	
1st year	1118.80
2nd year	1161.20
Post Mortem Assistant 200 Post Mortems p.a.	
1st year	1161.40
2nd year	1199.30
3rd year and thereafter	1233.30
Snr Post Mortem Assist-W/mead	1363.40
Museum Technician	
1st year	944.80
2nd year	962.50
3rd year	980.80
4th year and Thereafter	1000.50
Animal Technician	
1st year	944.80
2nd year	962.50
3rd year	980.80
4th year	1000.50
Animal Attendant	937.50
Research Mechanic	964.00
Operations Assistant	
Chief	1,036.90
Senior	1,002.80
Others - first 3 years	957.10
Other - Subsequent years	983.60
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	
On completion of three years' training, a Trainee shall be classified as Assistant.	838.20
Anaesthetic and Operating Theatre Technician	
Without Diploma	993.60
With Diploma	1,047.20
Senior Anaesthetic Technician	1,080.40
Senior Anaesthetic Technician- R.P.A. Hosp.	1,109.50
Technical Controller Processing - R.P.A.H.	
Personal Present Occupant Only	985.80
Institute of Tropical Medicine-Prince Henry	
Attendant	948.00

Attendant in Charge	984.80
Surgical Instrument Repairer	
Surgical Instrumental Repairer	963.40
Patient Support Assistant-Central Coast Area Health Service	
1st Year	916.90
Thereafter	923.70
Patient Services Assistant-Western Sydney Area Health Service	
Grade 1	898.50
Grade 2	916.90
Support Services Officer-Northern Sydney and Western Sydney Area Health Service	936.00
Wardsperson	
1st year	916.90
Thereafter	923.70
Chief Wardsman	
1st year	965.30
Thereafter	973.40
Senior Chief Wardsman	
1st year	993.00
Thereafter	1,000.10
Surgical Dresser	
1st year	928.40
2nd year	936.20
Thereafter	948.00
Surgical Dresser - S.T.D. Clinic	
1st year	936.20
Thereafter	959.00
Chief Surgical Dresser	
1st year	977.10
2nd year	985.80
Thereafter	997.40
Senior Chief Surgical Dresser	
1st year	1,004.20
2nd year	1,013.20
Thereafter	1,024.90
Surgical Dresser - Royal North Shore Hospital	
1st year	953.10
2nd year	962.00
3rd year	973.60
Senior Chief Surgical Dresser - RNSH	
1st year	1,049.60
2nd year	1,058.90
3rd year	1,071.30
Chief Surgical Dresser - RNSH	
1st year	1,021.90
2nd year	1,030.00
3rd year	1,042.40
Heart/Lung Technician	1,074.20
Heart/Lung Assistant	1,013.20
Neurophysiological Technician	
1st and 2nd year	1,047.20
3rd year and Thereafter	1,080.40
Senior Neurophysiological Technician	
In Charge of 2 or more employees	1,109.50
St George, New Childrens, RNSH, Royal Newcastle	1,198.80
RPAH, POW, PHH, Westmead	1,316.80
Trainee Neurophysiological Technician	915.20

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 Ministry of Health to be appropriate.	
Domestic Group	
Trainee Catering Officer	
1st year	937.00
2nd year	957.10
Thereafter	980.40
Surgical Bootmaker	
In charge of other Bootmakers/Repairers	1,078.50
Otherwise	1,056.80
Surgical Boot Repairer	1,037.30
Chef	
Grade A	1,025.90
Grade B	1,003.00
Grade C	980.80
Cook	
Grade A	962.20
Grade B	939.00
Linen Supply Officer	
Under 300 Beds	929.90
300 Beds but less than 500 Beds	956.20
500 Beds and over	983.80
Assistant Foreperson	913.70
Hospital Assistant	
Grade 1	864.80
Grade 2	884.70
Grade 3	898.50
Sewing Room Supervisor	
In charge of 2-6 Dressmakers / Seamstresses	920.30
In charge of 7-11 Dressmakers / Seamstresses	931.70
In charge of 12 or more Dressmakers / Seamstresses	942.80
Housekeeper/Domestic Supervisor - not I/C Food Services	
Under 100 beds	934.60
100 beds but less than 200 beds	941.30
200 beds but less than 300 beds	949.80
300 beds but less than 400 beds	959.00
400 beds but less than 500 beds	978.60
500 beds and over	997.40
Home Supervisor	
100 beds but less than 200 beds	898.60
200 beds but less than 300 beds	925.70
300 beds but less than 400 beds	934.60
400 beds but less than 500 beds	947.20
500 beds and over	955.90
Maintenance/General Group	
Maintenance Supervisor (Non Tradesman)	
In charge of staff	1,110.30
Otherwise	1,083.00
Boiler Attendant	
Maintenance of Plant	939.10
Otherwise	928.90
Fireman	884.70

Motor Vehicle, Ambo and/or Bus Driver	
Up to 2950 Kilograms	935.10
Over 2950 Kg & up to 4650 Kg	941.90
Over 4650 Kg & up to 6250 Kg	948.50
Over 6250 Kg & up to 7700 Kg	954.30
Over 7700 Kg & up to 9200 Kg	960.50
Over 9200 Kg & up to 10800 Kg	965.10
Over 10800 Kg & up to 12350 Kg	970.70
Over 12350 Kg & up to 13950 Kg	975.70
Over 13950 Kg & up to 15500 Kg	980.80
Over 15500 Kg & up to 16950 Kg	983.60
Over 16950 Kg & up to 18400 Kg	986.30
Over 18400 Kg & up to 19750 Kg	987.50
Over 19750 Kg & up to 21100 Kg	990.00
Over 21100 Kg & up to 22450 Kg	994.30
Trainee Patient Transport Officer	935.10
Patient Transport Officer	976.80
Fire Safety Officers	
Level 1 - Over 700 beds	1,604.50
Level 2 - 300-700 beds	1,428.00
Level 3 - Less than 300 beds	1,268.60
Gardening Staff	
Head Gardener Without Certificate	970.10
Head Gardener With Certificate	1,032.60
Gardener Without Certificate	915.10
Gardener With Certificate	942.10
Vocational Instructor - Rehab (Tradesman)	
1st year	1,154.30
2nd year	1,169.70
3rd year and Thereafter	1,184.70
Vocational Training Officer (Non-Trade)	
1st year	1,046.60
2nd year	1,062.00
3rd year and Thereafter	1,077.80
Health and Security Assistant	983.80
Security Officer	936.00
Senior Security Officer	
Year 1	1,021.40
Year 2	1,046.00
Printing Operators	
1st year	1,020.40
2nd year	1,028.10
3rd year	1,034.00
Printing Operators	
O.I.C Prince Henry Hospital	1,066.00
Child Care Worker	
1st year	870.90
2nd year	886.60
3rd year	920.10
4th year	936.10
5th year	954.70
6th year	976.40
Thereafter	993.60
Diversional Therapist with Diploma	
1st year	944.00
2nd year	1,000.10



3rd year	1,055.20
4th year	1,110.80
5th year	1,163.60
Tyre Fitter	918.90
Ambulance Support Officer	882.30
Apprentice Cook	
1st six months	470.10
2nd six months	657.80
3rd six months	751.70
4th six months	798.80
5th six months	847.10
6th six months	892.60
Appr.completion of 1st Yr exams	2.40
Appr.completion of 2nd Yr exams	5.20
Appr.completion of 3rd Yr exams	7.00
Apprentice Gardener	
1st Year	483.00
2nd Year	574.60
3rd Year	758.70
4th Year	850.80
Appr.completion of 1st Yr exams	2.40
Appr.completion of 2nd Yr exams	5.20
Appr.completion of 3rd Yr exams	7.00
Team Leader, Central Linen Service (formerly "Forepersons")	
	992.20
Cardiac Technician	
Year 1	1,118.80
Year 2	1,161.20
Year 3	1,198.80
Year 4	1,232.10
Cardiac Technologists	
Grade 1	
Year 1	1,144.00
Year 2	1,186.70
Year 3	1,259.90
Year 4	1,346.10
Year 5	1,439.10
Year 6	1,530.90
Year 7	1,605.30
Year 8	1,657.10
Grade 2	
Year 1	1,605.30
Year 2	1,657.10
Year 3	1,782.50
Senior Cardiac Technologist	
Year 1	1,782.50
Year 2	1,842.00
Chief Cardiac Technologist	
Year 1	1,893.40
Year 2	2,100.80
CFPU Chef	
Level 1	1,032.30
Level 2	1,068.50
Level 3	1,104.70
CFPU Cook	
Level 1	992.20

Level 2	1,032.30
Care Service Employee	
Grade 1 - New Entrant	658.90
Grade 1	769.40
Grade 2	817.50

**Table 2 - Allowances**

Allowance	Rate from 1.7.2015 2.5% \$
Special Allowance Post Mortem Assistants & Senior Post Mortem Assistants (Westmead)	94.10
Senior Laundry Staff -Tech. Cert.	12.20
Leading Hand I/C 2 to 5 employees.	32.20
Leading Hand I/C 6 to 10 employees.	45.70
Leading Hand I/C 11 to 15 employees	58.20
Leading Hand I/C 16 to 19 employees	71.10
Automatic Rotary Press operation/hr or part	0.60
Housekeeper/Domestic Supervisor - S'vise Nurse/ Domestic Home	8.80
Boiler Attendant's Certificate -other employee (p/week)	8.10
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	19.10
Boiler Attendant/Fireman - Specified Hospitals (p/week)	49.00
Additional Duties - Boiler Attendant/Fireman	22.60
Ancillary Fire Safety Duties-100 beds or more	40.60
Ancillary Fire Safety Duties - Less than 100 beds	18.20
Gardener with/out Certificate - I/C 2 or more employees	32.20

J.V. MURPHY, Commissioner

---

 Printed by the authority of the Industrial Registrar.

## **HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198518)

Before Commissioner Murphy

7 July 2016

### **AWARD**

#### **PART A**

#### **Arrangement**

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
4	Conditions of Service
1	Definitions and Work Level Statements
5	Dispute Resolution
3	Higher Skills
7	No Extra Claims
2	Salaries and Wages

#### **PART B - MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Allowances

### **PART A**

#### **1. Definitions and Work Level Statements**

"Union" means the Health Services Union NSW.

"Employer" means the Secretary exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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.

"Work Level Statements" - Employees will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.

"Telephonist - Level 1" means a person whose major function (i.e. 80 per cent or more) is spent in operating a switchboard or similar equipment.

An in-charge shift allowance will apply to Telephonist-Level 1 in charge of staff. The Allowances payable are as set out in Item 1 of Table 2-Allowances, of Part B, Monetary Rates.

Telephonist -Level 2" means a person whose major function (i.e. 60 percent or more) is spent operating a switchboard or similar equipment and who is required to perform routine clerical duties and/or handle monies.

"Telephonist - Level 3" means a person who is required to perform clerical duties in respect of admissions and/or accounts (other than telephone) in addition to switchboard duties.

Administration Officer -

**Level 1** - These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience.

Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment.

Work performed is within established routines, methods and procedures.

The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out below:

Operate personal computers, printing devices attached to personal computers, paging system, calculator.

**Level 2** - Training of other employees may be required.

Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.

Requires knowledge of specific procedures and regulations.

The exercising of basic judgment is required, although problems encountered are of a simple nature with solutions found by reference to established methods and procedures.

The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.

In addition to other pay office duties performs the actual calculation of salaries.

**Level 2A** - This level of Administrative officer is required to provide a secretarial service to a Department, etc., of a hospital or to an individual officer or officers, including arranging travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s. The Administrative officer may be required to take shorthand notes at 100 w.p.m. and transcribe accurately from those notes and/or transcribe accurately from a Dictaphone.

**Level 3** - Decision making in day to day operational matters is a normal part of the duties.

Assist more senior officers in complex tasks or projects.

Work performed under broad supervision but requires some independent action.

Scope exists for exercising initiative in the application of established work practices and procedures.

Employees may be graded at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

**Level 4** - Working under limited direction and guidance with regard to work priorities.

Possess organisational skills required to set priorities and monitor work flow in the area of responsibility.

Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.

Carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods.

Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities.

Ability to delegate work to subordinates where appropriate.

Carry out inspection and monitoring functions to ensure outputs are of a high quality.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum of 2 years service carrying out these duties.

**Level 5** - Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project.

Decision making across a number of areas and review of operational systems.

Ability to manage conflict of resources or priorities.

Independent action may be exercised within constraints set by senior management.

Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

**Level 6** - Possess well developed communication skills and the ability to bring a creative approach to problem solving and conflict resolution.

Formulate policies that reflect current and future organisational requirements.

Ability to develop policy and advice for senior and line management.

Guidelines, rules, instructions or procedures for use by other staff may be developed at this level relevant to the area of responsibility.

Evaluate new methods and technology and disseminate information to appropriate areas.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries and having had a minimum of 2 years service carrying out these duties.

## **2. Salaries and Wages**

Employees shall be paid not less than the minimum salaries as set out in Table 1-Wages, of Part B, Monetary Rates.

## **3 Higher Skills**

Employees appointed as Administration Officer Level 1 who are required by the employer to type at 60 w.p.m. and/or use medical terminology verbatim, will be paid an allowance as set out in item 2 of Table 2-Allowances, of Part B, Monetary Rates. Employees appointed as Administration Officer Level 2 or 2A who are required by the employer to use medical terminology verbatim, will be paid an allowance as set out in the said Item 2.

## **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, 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

#### 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Administrative Staff (State) Award published 14 August 2015 (377 I.G. 1475) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

## PART B

### MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate from 1.7.2016 2.27% \$
TELEPHONIST - Level 1	
1st year	872.70
2nd year	889.90
3rd year	928.10
4th year	950.90
5th year	992.50
TELEPHONIST - Level 2	
1st year	1014.40
2nd year	1036.80
3rd year	1058.10
TELEPHONIST - Level 3	
1st year	1080.80
2nd year	1103.60
ADMINISTRATION OFFICER-LEVEL 1	
1st year	840.70
2nd year	876.10
3rd year	910.30
4th year	932.90
5th year	956.20
ADMINISTRATION OFFICER-LEVEL 2	
1st year	990.00

2nd year	1024.90
ADMINISTRATION OFFICER-LEVEL 2A	
1st year	1044.60
2nd year	1060.40
ADMINISTRATION OFFICER-LEVEL 3	
1st year	1060.40
2nd year	1095.30
ADMINISTRATION OFFICER-LEVEL 4	
1st year	1125.10
2nd year	1152.20
ADMINISTRATION OFFICER-LEVEL 5	
1st year	1188.00
2nd year	1216.30
ADMINISTRATION OFFICER-LEVEL 6	
1st year	1257.10
2nd year	1288.20

**Table 2 - Allowances**

Clause No.	Telephonist - Level 1 In-Charge Allowance	Rate from 1.7.2016 \$
1	3-5 Staff	8.10
	6-10 Staff	10.00
	Over 10 Staff	17.40
3	Higher Skills	16.00

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.



**HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198532)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

Clause No.	Subject Matter
5	Anti-Discrimination
7	Area, Incidence and Duration
3	Conditions of Service
1	Definitions
4	Dispute Resolution
6	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 their respective meaning assigned to them:

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Union" means the Health Services Union NSW

**2. Salaries**

Employees shall be paid not less than as set 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. Dispute Resolution**

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

## 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 fulfillment 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

## 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Computer Staff (State) Award published 14 August 2015 (377 I.G. 1481) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

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

Table 1 - Salaries

Classification	Rate from 1.7.2016 2.5% \$
Computer Manager - Grade 1	
1st year	94,067
2nd year	96,896
3rd year	100,201
4th year	103,015
5th year	106,766
6th year	109,595
Computer Manager - Grade 2	
1st year	106,766
2nd year	109,595
3rd year	115,280
4th year	120,935
Analyst	
1st year	77,059
2nd year	79,469
3rd year	82,678
4th year	85,071
5th year	88,000
6th year and Thereafter	90,381
Senior Analyst	
1st year	94,067
2nd year	96,896
3rd year	100,201
4th year	103,015
5th year	106,766
6th year and Thereafter	109,595
Programming Supervisor	
1st year	88,001
2nd year	90,382
3rd year	94,067
Thereafter	96,896
Programmer	
1st year	61,959
2nd year	65,588
3rd year	69,687
4th year	77,059
5th year	82,678
Thereafter	85,071
Computer Operator - Grade 1	
1st year	45,708
2nd year	47,499
3rd year	48,700
Thereafter	49,909
Computer Operator - Grade 2	
1st year	51,633

2nd year	53,442
Thereafter	55,296
Senior Computer Operator - Grade 1	
1st year	58,677
2nd year	60,125
3rd year	61,959
Thereafter	63,493
Senior Computer Operator - Grade 2	
1st year	65,588
2nd year	67,200
3rd year	69,687
Thereafter	71,617
Field Implementation Officer	
1st year	65,588
2nd year	67,200
3rd year	69,687
4th year	71,617
Trainee Programmers	
1st year	44,423
2nd year	45,708
3rd year	47,499
4th year	48,700
5th year	49,909
6th year	51,633
7th year	53,442
8th year	55,296
9th year	58,677
Network Analyst	
1st year (per week)	1,311.10
2nd year (per week)	1,351.70

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## **HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198540)

Before Commissioner Murphy

7 July 2016

### **AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
21	Accommodation and Amenities
16	Annual Leave
27	Anti-Discrimination
49	Area, Incidence and Duration
1	Arrangement
7	Board and Lodging
31	Blood Count
36	Child Care
5	Climatic and Isolation Allowance
2	Definitions
26	Dispute Resolution
13	Excess Fares and Travelling Time
40	Exemptions
28	Family and Community Services Leave and Personal/Carer's Leave
28A	Family Violence Leave
3	Hours
47	Induction and Orientation
32	Infectious Cleaning
22	Inspection of Lockers of Employees
33	Labour Flexibility
17	Long Service Leave
41	Maternity, Adoption and Parental Leave
41A	Lactation Breaks
14	Meals
25	New Classifications
48	No Extra Claims
30	Notice Board
10	On Call
9	Overtime
19	Payment and Particulars of Salary
11	Penalty Rates for Shift Work & Weekend Work
6	Permanent Part-Time and Part-Time Employees
24	Promotions and Appointments
15	Public Holidays
46	Reasonable Hours
8	Relieving Other Members of Staff
39	Removal Expenses
4	Roster of Hours

45	Salary Packaging	
44	Salary Sacrifice to Superannuation	18 Sick Leave
12	Special Working Conditions	
42	Study Leave	
38	Telephone Allowance	
34	Teleworking	
20	Termination of Employment	
43	Trade Union Leave	
29	Union Representative	
37	Union Subscriptions	
23	Uniforms and Protective Clothing	
35	Workforce Review	

## PART B - MONETARY RATES

Table 1 - Other Rates and Allowances

### PART A

#### 2. Definitions

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

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

"Secretary" means the Secretary of the Ministry of Health.

"Employer" means the Secretary exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the Health Services Act 1997.

"Hospital" means a public hospital as defined in section 15 of the Health Services Act, 1997.

"On Call" means a period an employee is required to make himself/herself available outside of a normal rostered shift.

"Public Health Organisation" means an organisation defined in section 7 of the Health Services Act, 1997 as follows:

- (a) a local health district, or
- (b) a statutory health corporation, or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services, and for the purposes of this Award, also includes the Public Health System Support Division of the NSW Health Service.

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

"Union" means the Health Services Union NSW.

#### 3. Hours

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.

- (ii) The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle 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. Provided that apprentices may commence work on such days before 6.00 a.m. as their trade requires.

Provided that the ordinary hours may be altered by mutual agreement between an employer, the Union and the majority of employees in the Department concerned. The Union's approval will not be unreasonably withheld. When such agreement is reached the ordinary hours thus agreed will not attract any penalty or overtime payment under this Award in addition to the ordinary rate of pay for salary or wages. Entitlements to allowances, including allowances set out under Part B, Monetary Rates, will not be affected.

No apprentice or Adult Apprentice shall be required to perform work which would prevent the apprentice from attending classes as required by the term of his or her apprenticeship.

- (iii) 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.
- (iv) Notwithstanding the provisions of sub-clauses (ii) and (iii) of this clause, the ordinary hours of work for Radiographers and Radiation Therapists, exclusive of meal times, shall be an average of 35 hours per week in each roster cycle.
- (v) Each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period 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 and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.

NOTATION The employer has agreed to advise hospitals that by administrative action such days off duty shall not be preceded by an afternoon or night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.

- (vi) In each roster cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
- (a) In each roster cycle of 21 days each employee shall work his or her ordinary hours of work on not more than 14 days in the cycle; or
- (b) In each roster cycle of 14 days each employee shall work his or her ordinary hours of work on not more than nine days in the cycle.
- (vii) The employee's allocated day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by sub-clause (v) of this clause.
- (viii) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. 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 and agreement is not reached in accordance with sub-clause (ix) below, the day must be given and taken in the next cycle immediately following.
- (ix) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (v) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty

accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.

- (x) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 15, Public Holidays, the next working day or another mutually agreed 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. This provision shall not apply to such positions being worked as broken shifts on 5th September 1963.
- (xiii) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.

- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts.
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a technical college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 3 of Part 2 of the Apprenticeship and Traineeship Act 2001 (including time actually spent in travelling to and from a technical college) shall: -
  - (a) be counted as and included as part of his/her term apprenticeship; and
  - (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to him/her under this Award.

#### **4. Roster of Hours**

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Unless not reasonably practicable, the roster shall be displayed two weeks 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 service of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be paid for at overtime rates. Furthermore, where a change in roster occurs with less than 24 hours notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (iii) Rosters providing for shift work shall not be introduced into any hospital or health institution or section thereof until such time as the proposals are discussed with the Union by the employer.
- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the Union and the employer. Neither party shall unreasonably withhold its approval.



- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 3 Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

### **5. Climatic and Isolation Allowance**

- (i) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the Union 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 - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the Union 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 - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) The allowances paid shall be as set out in Items 1 and 2 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) 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.
- (vi) A part-time employee shall be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

### **6. 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 the employer 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 (Radiographers and Radiation Therapists will be calculated on the basis of one thirty fifth).
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period. 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 sub-clause.
- (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) 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 30 hours in any full week of seven days, such week to be coincidental with the pay period, 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 (in the case of Radiographers and Radiation Therapists the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).
- (ii) In an emergency part-time employees may be allowed to work more than 30 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 (i) of this part.
- (iii) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of Clause 3, Hours, shall not apply.
- (iv) 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.
- (v) 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.
- (vi) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, except where provided in sub-clauses (iv) and (v) of this part, shall not apply.
- (vii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the Public Health Organisation. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.

#### **7. Board and Lodging**

- (i) Deductions from the salary rates prescribed in the awards to which these conditions apply shall be made for board and lodgings.
- (ii) Deductions from the rates prescribed in the awards to which these conditions apply are authorised as follows where board and/or lodgings are supplied:
  - (a) For board - as set out in Item 3 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, for breakfast and for each other meal; provided that the maximum sum that may be deducted in any one week in the case of an employee entitled to full board shall be as set out in the said Item 3.
  - (b) For lodging - as set out in Item 4 of the said Table 1 where the employee is provided with a separate bedroom and as set in the said Item 4 where the employee is required to share a bedroom.
- (iii) No deduction shall be made from the wages of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

## 8. Relieving Other Members of Staff

- (i) Subject to the provisions of subclause (ii) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- (ii) Where the position being relieved is covered by the Health Managers (State) Award payment should be made on the following basis:

If an employee is directed to relieve for a period of five consecutive working days or more, on any one occasion, an employee who is in a higher manager level, the employer must pay the relieving employee, for the period of relief, not less than the minimum of the salary band for the senior employee's level, provided that:

- (a) If, in the employer's opinion, the relieving employee merits a higher salary, the employer may pay the relieving employee more than the minimum of the salary band for the senior employee's level; or
- (b) If the relieving employee's normal salary is equal to or more than the minimum of the salary band for the senior employee's level, the employer must pay the relieving employee a rate which is not less than the midpoint between the relieving employee's normal salary and the senior employee's normal salary.
- (c) Where the relieving person is in the same salary band, he/she shall be paid not less than the midpoint between the salary of the relieving officer and the salary of the person relieved.
- (d) Where the relieving manager performs less than the full range of duties of the senior manager, the relieving person shall receive an increase in salary, that increase to be negotiated between the employee and employer.

## 9. Overtime

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate 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.
- (iv) Subject to subclauses (v) - (ix) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of employees from recall duty.
- (vii) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.

- (viii) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

Provided further that where an employee elects to use her/his own mode of transport, he/she shall be paid an allowance equivalent to the Transport Allowance as provided by Determination made under the Health Services Act 1997, as varied from time to time.

- (xi) When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (xii) An employee 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 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 employee resumes or continues to work without having had such eight consecutive hours off duty he/she shall be paid double time 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.

- (xiii) 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.
- (xiv) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary time for the time reasonably spent travelling from the hospital or health institution to the employee's home with a maximum payment of one hour.

This subclause shall not apply in the case of recall or where the employee has his/her own vehicle available for conveyance home.

- (xv) Employees, other than those employees not entitled to overtime as outlined in sub-clause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
  - (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
  - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.
- (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
- (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
- (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three-month period.

#### **10. On Call**

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The employer shall advise all employees and the Union of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by his or her employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in Item 5 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in Item 6 of the said Table 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vii) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (viii) An employee rostered on call must contact the hospital or health institution immediately it becomes known that the employee shall be unavailable for rostered duty.
- (ix) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (x) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (xi) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.

#### **11. Penalty Rates for Shift Work and Week-end Work**

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.

- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications working day shift; provided that part-time and permanent part-time employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m. - 10 per cent

Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m. - 12.5 per cent

Night shift commencing at 4.00 p.m. and before 4.00 a.m. - 15 per cent

Night shift commencing at 4.00 a.m. and before 6.00 a.m. - 10 per cent

- (iii) 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 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iv) Employees 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 the preceding sub-clause (ii), of this clause.

The foregoing paragraph shall apply to part time workers but such workers shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in subclause (ii) of Part 2 of clause 6, Permanent Part-time and Part-time Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) Employees working a broken shift shall be paid an additional amount as set out in item 7 of Table 1- Other Rates and Allowances, of Part B, Monetary Rates, for each broken shift and the period of time between the commencement and termination of such shift shall not exceed 12 hours.

## 12. Special Working Conditions

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) An employee other than a post-mortem assistant:-
- (a) Who is required to assist in post mortems shall be paid, in addition to his/her ordinary salary, an allowance as set out in Item 8 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, for each post-mortem.
- (b) When employees, including post-mortem assistants, are required to attend police post- mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in Item 9 of the said Table 1, or the normal overtime provisions of this award, whichever is the greater.
- (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in Item 10 of Table 1.

- (d) Employees shall be paid an allowance as set out in Item 11 of Table 1 in respect of each police post-mortem examination performed on a partly decomposed or vermin- infested body.
- (iii) Employees shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in Item 13 of Table 1.
- (v)
  - (a) Employees shall receive an additional duties allowance per week as set out in Item 14 of Table 1 for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
  - (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Ministry of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.
  - (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in Item 16 of Table 1.
- (vi) An employee required to wear a lead apron shall be paid an allowance as set out in Item 17 of Table 1 for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Health Employees' Medical Radiation Scientists (State) Award or the Health Employees' Technical (State) Award.
- (vii) An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 18 of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees' Administrative Staff (State) Award.
- (viii) Employees engaged under the Health Employees' (State) Award and the Health Employees Engineers' (State) Award shall be paid the amounts prescribed from time to time under clause 10, Special Rates, of the Public Health Service Employees' Skilled Trades (State) Award published 16 August 2013 (375 IG 584) , as varied, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
  - (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in Item 19 of Table 1 per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
  - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in Item 20 of Table 1 per hour extra.
  - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in Item 21 of Table 1 per hour above the rate prescribed by this award.
  - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee

from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the Work Health and Safety Act 2011.

- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in Item 23 of Table 1 per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 23 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- (f) (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in Item 24 of Table 1 whilst so engaged.
- (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in Item 25 of Table 1 per hour whilst so engaged.
- (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in Item 26 of Table 1 per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 26 per hour extra.
- (h) Wet Places -
- (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid as set out in Item 27 of Table 1 per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 27 per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in Item 28 of Table 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in Item 29 of Table 1 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in Item 30 of Table 1 per hour.
- (l) Swinging Scaffolds -



- (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in Item 31 of Table 1 for the first four hours whilst so engaged thence as set out in the said Item 31 per hour thereafter.
  - (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in Item 32 of Table 1 per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in Item 33 of Table 1 per hour extra with a minimum payment as set out in the said Item 32 per day.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 34 of Table 1 per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in Item 35 of Table 1 per hour whilst so employed.
- (q) Toxic and Noxious Substances -
- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in Item 36 of Table 1 per hour extra.
  - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in Item 37 of Table 1 per hour extra for any time worked when the air conditioning plant is not operating.
  - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health.
  - (4) Employees working in close proximity to employees so engaged shall be paid as set out in Item 38 of Table 1 per hour extra.
  - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid as set out in Item 39 of Table 1 per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

- (s) Geriatric Allowance - Employees working or required to work in the following hospitals: Allandale and Garrawarra, shall be paid an allowance as set out in Item 40 of Table 1 per hour. and those working or required to work at Lidcombe Hospital shall be paid as set out in Item 40 per hour in addition to all other rates payable under this awa.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

Provided further that the above disability allowance shall apply to positions under the Health Employees' Engineers (State) Award where the allowance applied to such positions prior to 1 July, 1989.

- (t) Mental Institution Allowance - An allowance as set out in Item 41 of Table 1 per hour in addition to all other rates payable under this award shall be paid to those persons employed in psychiatric hospitals (formerly 5th Schedule hospitals) where the above allowance applied to the position prior to 1 July, 1989.
  - (u) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in Item 42 of Table 1 per hour whilst so engaged.
  - (v) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
  - (w) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (ix) Apprentices shall be paid each week a tool allowance as set out in item 43 of Table 1.
- (a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
  - (b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.
- (x) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (xi) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xii) A sterilising certificate allowance as set out in Item 48 of Table 1 of this Award applies to employees undertaking linen sterilising duties at HealthShare NSW Linen Services as follows:
- (a) The sterilising certificate allowance will be paid to employees who:
    - (1) hold a recognised and accredited certificate; and
    - (2) perform sterilising duties at least one day per week.
  - (b) The allowance will be paid across all Linen Services.
  - (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.

- (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
- (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with a HealthShare NSW state-wide program not extending beyond 12 months. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.
- (f) The allowance will be adjusted in the future in line with general salary movements for linen service employees.

### 13. Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the site or campus 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 the Crown Employees (Public Service Conditions of Employment) Award.
- (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 union 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 decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary, who will discuss the

matter with the Union and will determine the date upon which notice will be given the 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 paragraph (b) hereunder of this subclause.
- (b) If a reliever incurs fares in excess of \$5.00\* 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 \$5.00 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 Crown Employee (Public Service Conditions of Employment) Award, less \$5.00.

- (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 alternate 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.

#### **14. Meals**

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (ii) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iv) The meals referred to in sub-clauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals an allowance as set out in Item 44 of Table 1 of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time in the Crown Employees (Public Service Conditions of Employment) Award.
- (v) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 4, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause and subclauses (xii) and (xiii) of clause 3, Hours, shall apply.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

#### **15. Public Holidays**

- (i) (a) Public holidays shall be allowed to employees on full pay. Except as otherwise provided in this subclause, where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid at time and a half extra for the

ordinary rostered hours of duty on that day. Such payment is 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 employee so elects, he/she may be paid at half time extra for the ordinary rostered hours 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.

Provided further that where an employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

(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, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day and any other standard public holiday declared under Section 4 of Part 2 of the Public Holidays Act 2010.

(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 employee so elects,
- (2) have one day added to his/her period of annual leave.

Provided that:

- (3) the provisions of subclauses 15(i)(c)(1) and (2) shall not apply to employees employed under the Health Managers (State) Award; and
- (3) the provisions of subclauses 15(i)(c)(1) and (2) shall apply to day workers who were employed as at 1 July 2008.

(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.

(e) Provided that an employee who has accrued additional annual leave referred to in paragraphs (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

(ii) In addition to those public holidays specified in paragraph (b) of sub-clause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas-New Year period or other suitable period as agreed between the employer and the Union and shall be regarded for all purposes of this clause as any other public holiday

(iii)

(a) The provisions of subclauses (i) and (ii) of this clause shall apply to permanent part-time employees, engaged as set out in Part 1 of clause 6, Permanent Part-time and Part-time Employees, and those part-time employees engaged as set out in Part 2 of the said clause 6, who work 30 hours per week over five days per week provided that if such an employee is required to and does work on a public holiday as defined in subclauses (i) and (ii) of this clause, the employee shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.

(b) Subclauses (i) and (ii) of this clause shall not apply to other part-time employees engaged under Part 2 of clause 6, but each such employee 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 worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

## 16. Annual Leave

- (i) Entitlement to Annual Leave
  - (a) All employees: See Annual Holidays Act 1944.
  - (b) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees except for those employees employed under the Health Managers (State) Award.
    - (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
    - (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
    - (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
    - (4) The calculations referred to in subparagraph (3) 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.
    - (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, 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 employee at the commencement of each year of employment.
    - (6) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (ii) On termination of employment, employees shall be entitled to payment for any untaken annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of Clause 15, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with paragraphs (a) and (b) of subclause (i) of this clause.
- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
  - (a) Employees who become entitled to take and do take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the Annual Holidays Act 1944) shall be paid ordinary salary plus either:

- (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of four weeks ordinary salary, not exceeding an amount equivalent to 17½ % of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time.  
  
or;
  - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (b) In respect of an employee who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the Annual Holidays Act 1944), and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subparagraph (1) of paragraph (a) of this subclause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding that maximum amount calculated for the same broken period, is to be paid to the employee in addition to ordinary salary for the period.
  - (c) In respect of a shiftworker, who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the Annual Holidays Act 1944), and who takes that annual leave in broken periods, the entitlement to annual leave loading and maximum amount are to be calculated in the same way as indicated in paragraph (b) of this subclause for the period of annual leave being taken and compared with the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the employee in addition to ordinary salary for the period.
  - (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
  - (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
  - (f) No annual leave loading is payable to an employee who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken that the loading would have applied to had the annual leave not been taken wholly or partly in advance. Shiftworkers already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid loading under this paragraph.
  - (g) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement), except as provided for in paragraph (i) below.

- (h) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) Where an employee transfers from one hospital or health institution to another and commences work at the latter hospital or health institution on the next working day following his/her resignation from the former hospital or health institution and the employee is transferring their accrued annual leave entitlements, the employee shall be eligible for annual leave loading for that year on that annual leave that the loading applies to as if s/he had not resigned from the former hospital or health institution.
- (j) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (k) In respect of that annual leave elected to be accrued pursuant to the provisions of Clause 15, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

## 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 and less than 10 years service 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 with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.
  - (b) Broken periods of service with the employer in one or more hospitals shall count as service.
  - (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 the 1 January, 1973;
    - (2) any period of part-time service, except as provided for in subclause (ix) of this clause.
- (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: unless the employee transfers his or her leave entitlement in accordance with Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years 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 per clause 6, Part 2, 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 Determination made under the Health Services Act 1997.

(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, provided the part-time service merges without break with the subsequent full-time service.

A permanent part-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 leave 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 35 hours for Radiographers and Radiation Therapists and 38 hours for other employees, provided that the part-time service merges without break with the subsequent full-time or permanent part-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 the 1 January 1973:

(a) An employee who -

- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
- (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 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 the 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 the 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 the 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (c) Provided that full and part-time employees who were employed in a hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

#### 18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service; provided however, that for Radiographers and Radiation Therapists such leave shall be allowed on the basis of 70 rostered ordinary hours 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 or a person approved by the employer or by a legally qualified Medical Practitioner approved by the employer; provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employers' opinion the circumstances are such as not to warrant such requirements.
  - (b) The employer shall not change the rostered hours of work of an employee 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 employee is on sick leave.
  - (c) An employee shall not be entitled to sick leave until after three months' continuous service.
  - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this award.
  - (e) Employees who are employed 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) clause 17, Long Service Leave, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
  - (g) Each employee 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 of the absence.  
  
Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- (ii) A permanent part-time or part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever 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 employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' 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) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service 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.

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

- (i) Wages shall be paid weekly or fortnightly only, except for persons employed under the Health Managers (State) Award, in which case salary may be paid monthly. Any changes to payment procedures are to be the subject of consultation with the Union.
- (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 except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day 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 the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 20, 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 employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 20, 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 employee, 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 employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees proceeding on Long Service Leave and Annual Leave shall on request be paid in advance prior to commencing such leave. However, where an employee wishes to receive their pay on their usual pay day, this shall be done.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
  - (a) Underpayment
    - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
  - (b) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

## **20. Termination of Employment**

- (i) Employees who are employed under the Health Managers (State) Award shall be required to give one month's written notice of termination of employment. Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof.
- (ii) For other employees, one week's notice of termination of employment shall be given by the employer or the employee, respectively, but when the conduct of an employee justifies instant dismissal, such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice, such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.

## **21. Accommodation and Amenities**

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (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 employees and, where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which should be achieved in all hospitals:

### Sanitary Conveniences-

- (a) Reasonable toilet facilities for each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities should be located conveniently to work places, they should be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

### Washing and Bathing Facilities-

- (a) Reasonable washing provision by way of basins of suitable impervious material with hot and cold water taps supplied.
- (b) Reasonable number of showers with hot and cold water.

Washing and bathing facilities must be adequately lighted and ventilated and 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 locker for each employee.
- (b) Sufficient seating should be provided.

Dining Room-

- (a) Well constructed, ventilated and adequately lighted dining room(s).
- (b) Chairs or other seating with back rests.
- (c) 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 should be provided.

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) 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.

## **22. Inspection of Lockers of Employees**

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

## **23. Uniforms and Protective Clothing**

- (i)
  - (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee 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, shall not be entitled to have such article replaced without payment therefor 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 employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
  - (c) In lieu of supplying a uniform to an employee, the employer may pay to such employee the sum set out in Item 45 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates: provided,

however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 45 shall be paid to such employee.

- (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance set out in Item 46 of Table 1 shall be paid to such employee.
- (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
- (ii) Each employee whose duties require him/her to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

#### **24. Promotions and Appointments**

- (i) Promotion and/or appointment shall be by merit, with the use of eligibility lists in appropriate cases.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may refer the matter to a disputes committee established under clause 26, Dispute Resolution.
- (iii) Eligibility lists are intended to be used in the following manner:
  - (a) The employer may create eligibility lists for all base grade vacant positions.
  - (b) Lists to operate for six months.
  - (c) There should be three lists
    - (1) List of persons willing to perform temporary relief work at short notice;
    - (2) List for part-time positions;
    - (3) List for full-time positions;
  - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate:-
    - (1) Priority of employment guidelines;
    - (2) Merit;
    - (3) Placement or transfer of excess staff within the Public Health Organisation.
- (v) (a) Requests for transfer from permanent part-time and part-time to full-time or full-time to permanent part-time within the same classification within a Public Health Organisation should be done on the basis of merit.
- (b) Requests for transfers within a Public Health Organisation should be done on the basis of merit.

#### **25. New Classifications**

The employer may create any new 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 employee is required to work.

## 26. Dispute Resolution

- (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 Designated Manager of the hospital, health institution or service unit or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- (ii) If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer (however called) of the Public Health Organisation (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause (iii) of this clause.
- (iii) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the Industrial Relations Act 1996 by one of the disputing parties.
- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (v) Unless agreed otherwise by the parties the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
  - (a) immediately before the issue arose: or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

## 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 fulfillment 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. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

**A. FACS Leave**

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) The employer may grant FACS leave to an employee:
  - (1) to provide care and/or support for sick members of the employee's relatives or household; or
  - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
  - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or

- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(iv) FACS leave - entitlement

(a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

(c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

## (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

**B. Personal/Carer's Leave**

## (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

## (ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.

- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
  - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
  - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
  - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
  - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements
- An employee may elect, with the consent of the employer, to take:
- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
  - (b) long service leave; or
  - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
  - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
  - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
  - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 3 of this Award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

### **C Entitlements for Casual Employees**

- (i) Bereavement entitlements for casual employees
  - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carer's entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **28A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of

an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.

- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

### **29. Union Representative**

An employee appointed Union representative shall upon notification thereof in writing to the employer, 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 employees.

### **30. Notice Board**

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

### **31. Blood Count**

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may on request to the employer have a blood count carried out.

Employees required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the employer.

### **32. Infectious Cleaning**

An allowance as set in Item 47 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, per shift or part thereof, is to be paid to employees who elect to and, in fact, perform cleaning duties in infectious areas where barrier nursing is being carried out. The allowance will also be payable to employees, who, in any shift, assist in the lifting and/or transporting of infectious patients.

Employees are to be given the option of working in the infectious area. In the event of employees declining to work in the infectious area, hospitals are to seek guidance from the employer.

Hospitals are to give written instructions on hygiene techniques and infection to employees who may be liable to work in infectious areas. Such instructions should be given to existing employees as soon as possible and to new employees at the point of engagement. In addition, supporting oral instructions should be given to relevant employees whenever a patient is admitted to hospital with a suspected or confirmed infectious condition and to those employees who work regularly in designated infectious areas.

The instructions given to employees should be in such a manner as to remove any fears that the employees may have, and to give them an understanding of the methods of the spread of disease.

The instructions should include the following subject matters:

- (a) Mode of transmission -
  - 1. Droplet Infection

2. Faecal-oral route
  3. Blood
  4. Fomites
  5. Discharges - Secretions
  6. Urine
- (b) Disease not transmissible from person to person
  - (c) Degree of communicability
  - (d) Period of communicability
  - (e) Personal hygiene
  - (f) Protective clothing
  - (g) Barrier nursing
  - (h) Immunity
    - naturally acquired;
    - immunisation;
  - (i) Cleaning methods which minimise spread of infection.

As it is essential that the instructions be beneficial to the employees, simple language should be used which can be easily understood by them.

### **33. 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 higher duties allowances shall apply in such circumstances.

### **34. Teleworking**

- (i) "Teleworking" is the performance of job related work at a site away from the normal work location.
- (ii) Subject to agreement between the employer and the Union, teleworking may be introduced.

### **35. Workforce Review**

Any proposal to reorganise a Department or service that will significantly affect employees covered by the Union will be the subject of genuine consultation with the Union.

### **36. Child Care**

The parties agree to work together to examine methods of addressing the child care needs of employees.

#### **37. Union Subscriptions**

The employer agrees, subject to prior written authorisation by Union members, to deduct Union subscriptions from the pay of the authorising members and remit to the Union.

### **38. Telephone Allowance**

- (i) An employee required to answer emergency telephone calls on his/her private telephone outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.
- (ii) Provided that, where an employee is required to answer out of hours telephone calls on his/her private telephone 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.

### **39. Removal Expenses**

This Clause only applies to persons employed under the Health Managers (State) Award. Any person employed under the Health Managers (State) Award shall be entitled to a refund of the actual cost incurred by him/her in the transportation of himself/herself and his/her family and of the expenses reasonably incurred by him/her in conveying his/her furniture and effects from his/her last place of residence to the city or town in which is situated the Public Health Organisation to which he/she is appointed on the following conditions:

- (i) He/she shall, immediately prior to taking up the new appointment, have had 12 months' continuous service in another Public Health Organisation situated other than in the town or city in which is situated the Public Health Organisation to which he/she has been appointed.
- (ii) He/she shall not have received from any Public Health Organisation a refund under this clause within a period of two years prior to his/her taking up his/her appointment.
- (iii) He/she shall give an undertaking that he/she will refund to the Public Health Organisation any payments made to him/her by it under this clause should he/she leave its employment within 12 months of his/her becoming employed by it.

### **40. Exemptions**

This award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in Schedule 3 of the Health Services Act 1997.
- (b) Employees of Stewart House Preventorium.

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

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

- (i) Eligibility for Paid Maternity Leave

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 government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service 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 an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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 to Paid Maternity Leave

An eligible 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.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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 70 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.

(xi) Miscarriages

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave..

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

## **B Adoption Leave**

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also 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) 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.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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.

**D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

- (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;  
  
to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
  - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### **NOTE:**

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 6, 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 Determination made under the Health Services Act 1997.
- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) 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.

#### **41A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

#### **42. Study Time**

- (i) Eligibility - Study time may be granted by the employer to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the employer.

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.



Having decided to undertake the course they should discuss the proposal with the employer and secure approval before making any final arrangements for enrolment or registering for the course.

The employer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the New South Wales public health system, before giving the approval and committing the employer to support in the form of study time. The employer should, too, ensure that such study time will not interfere with the maintenance of the Public Health Organisation's essential service, nor require the employment of additional staff.

The application form for study time can be obtained from the employee's Public Health Organisation.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (ii) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (see Section 6 of policy directive PD2014\_029).
- (iii) Extent of Entitlement - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.

This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however,

reference should be made to sub-clause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

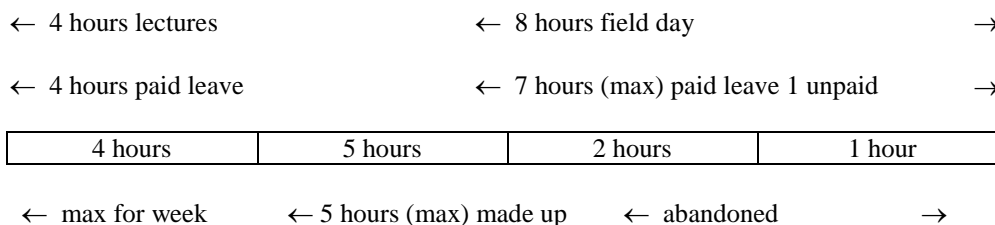
The employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in sub-clause (vii) of this clause.

- (iv) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

Let us consider, as an illustration of the principles involved, the case of employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:



It will be seen that the employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the employer, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.

Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the employer's convenience.

- (v) Accumulation of Study Time - Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the employer and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.

Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a

consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The employer, in giving approval for the accrual of study time, should ensure that the Public Health Organisation will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.

However, where approval is initially given, the employer is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence then becomes inconvenient. If the employer declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the staff after the commencement of the course year (e.g. by transfer from another Public Health Organisation) may apply on 1 July of that year to accumulate their study time.

- (vi) External Studies - Employees may enrol, subject to approval by the employer, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

- (vii) Part-Time Higher Degree Studies - The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee subject to the convenience of the employer:

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
- (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the employer is satisfied that the nature and progress of the research warrants further study time.
- (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.

- (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:-

Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.

In the case of half day examination leave in the afternoon the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Where an examination is conducted within the normal class timetable during term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

### 43 Trade Union Leave

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Paid Special Leave - Paid special leave is available for attendance at:
- (a) annual or bi-annual conferences of the delegate's union; and
  - (b) meetings of the union's executive/Committee of Management; or
  - (c) annual conference of Unions NSW; or
  - (d) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.
- (iv) Responsibilities of the Union Delegate - Responsibilities of the union delegate are:
- (a) to establish accreditation as a delegate with the union;
  - (b) to provide sufficient notice of absence to the employer; and
  - (c) to lodge a formal application for special leave.
- (v) Responsibilities of the Union - Responsibilities of the union are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
  - (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
  - (c) to provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the Employer - Responsibilities of the employer are;
- (a) to release the accredited delegate for the duration of the conference or meeting;
  - (b) to grant special leave (with pay); and
  - (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- (vii) Period of Notice - Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

- (viii) Travel Time - Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

- (ix) Payment of Allowances - No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this clause - see also sub-clause (v) of this clause.

#### **44. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries as varied from time to time, prescribed in the awards identified in Clause 46. Area, Incidence and Duration, of this award, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant award 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 together with any salary packaging arrangements under Clause 44. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under the relevant salaries award to the same extent as applied before the employee sacrificed that amount of 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.

#### **45. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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 the relevant salaries 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 award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

**46. Reasonable Hours**

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates.
- (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 reasonable or other wise 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.

**47. Induction and Orientation**

The employer agrees that Orientation/Induction shall be provided to all employees covered by this award. The employer 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.

**48. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**49. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Conditions of Employment (State) Award published 14 August 2015 (377 I.G. 1485) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained in the following so listed awards, employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the Country of Yancowinna.

Health Employees' (State) Award

Health Employees' General Administrative Staff (State) Award

Health Employees' Administrative Staff (State) Award

Health Employees' Technical (State) Award

Health Employees' Engineers (State) Award

Health Employees' Pharmacists (State) Award



Health Employees' Medical Radiation Scientists (State) Award

Health Employees' Computer Staff (State) Award

Health Managers (State) Award

Health Employees' Interpreters (State) Award

Public Hospital Residential Services Assistant (State) Award

NSW Health Service Health Professionals (State) Award in relation to diversional therapists and orthotists/prosthetists only.

## PART B

### MONETARY RATES

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description From	1.7.2016 \$
1	5 (iii)	Climate and Isolation	4.42
2	5 (iii)	Climate and Isolation	8.82
3	7 (ii)(a)	Board & Lodging	
		- Breakfast	4.00
		- Other Meals	7.60
		- Maximum one week	122.60
4	7 (ii)(b)	Board and Lodging	
		- Separate Room	56.90
		- Shared Room	35.60
5	10 (iii)	On-Call Allowance (per 24 hrs)	23.90
6	10 (iv)	On-Call Allow-rostered days off (per 24hrs)	47.10
7	11 (v)	Broken Shift (per shift)	11.80
8	12 (ii)(a)	Post-mortem (each)	11.40
		Post-mortem Assistants	
9	12 (ii)(b)	- Assist at each internal exam	101.90
		- Assist at each external exam	63.20
10	12 (ii)(c)	Excluding Post-mortem Assistants	
		- Assist at each internal exam	37.70
		- Assist at each external exam	23.50
11	12 (ii)(d)	Post-mortem partly decomposed, vermin infested (each)	6.00
12	12 (iii)	Handling linen-nauseous nature (per shift)	4.40
13	12 (iv)	Sorting of incinerators, etc (per hour)	0.40
14	12 (v)(a)	Maintenance and Supervision (per week)	11.80
15	12 (v)(b)	Offensive Work (per week)	3.30
16	12 (v)(c)	Sewerage chokages, etc (per day)	
17	12 (vi)	Wearing of lead apron (per hour)	1.93
18	12 (vii)	Handling of money (per week)	19.10
19	12 (viii)(a)	Cold Places (per hour)	see note **
20	12 (viii)(b)	Confined spaces (per hour)	see note **
21	12 (viii)(c)	Dirty Work (per hour)	see note **
22	12 (viii)(d)	Height money (per hour)	see note **
23	12 (viii)(e)	Hot Places 46 degrees - 54 degrees (p/hr)	see note **
		Over 54 degrees (per hour)	see note **
24	12 (viii)(f)(1)	Insulation Material (per hour)	see note **
25	12 (viii)(f)(2)	Asbestos (per hour)	see note **

26	12 (viii)(g)	Smoke Boxes (per hour)	see note **
		Oil Fired Smoke Boxes (per hour)	see note **
27	12 (viii)(h) (1) & (2)	Wet Places - other than rain (per hour)	see note **
		Rain (per hour)	see note **
28	12 (viii)(l)	Mud Allowance (per day)	see note **
29	12 (viii)(j)	Acid Furnaces, etc (per hour)	see note **
30	12 (viii)(k)	Depth money (per hour)	see note **
31	12 (viii)(l)	Bosun's Chair or swinging scaffold	
		- first four hours	see note **
		- thereafter	see note **
32	12 (viii)(m)	Spray application (per hour)	see note **
33	12 (viii)(n)	Roof Work - (per hour)	see note **
		- minimum per day	see note **
34	12 (viii)(o)	Explosive-powered tools (per day)	see note **
35	12 (viii)(p)	Morgues-other than P.M. Assist (p/hour)	see note **
36	12(viii)(q)(I)	Toxic,Obnoxious Substances-Epoxy	see note **
		- epoxy materials (per hour)	see note **
37	12(viii)(q)(2)	Toxic,obnoxious substances-Air Conditioner.	see note **
		- not operating (per hour)	see note **
38	12(viii)(q)(4)	Close proximity to above (per hour)	see note **
39	12 (viii)(r)	Areas with Psychiatric patients (per Hour)	see note **
40	12 (viii)(s)	Geriatric Allowance	see note **
		- Allandale & Garrawarra (per /hour)	see note **
		- Lidcombe (per hour)	see note **
41	12 (viii)(t)	Mental Institutions Allowance (per hour)	see note **
42	12 (viii)(u)	Animal House (per hour)	see note **
43	12 (ix)	Tool Allowance (per week)	8.70
44	14 (iv)	Meals (each)	28.80
45	23 (i)(c)	Uniform (per week)	4.31
		Uniform-with cardigan & Shoes (addit.p/wk)	1.64
46	23 (i)(d)	Uniform-laundrying (per week)	4.87
47	32	Infectious cleaning (per shift)	5.53
48	12 (xii)	Sterilising Certificate (per week)	8.80
		(per day)	1.76

\*\* Allowances payable are determined as per movements occurring from time to time within the Public Health Service Skilled Trades (State) Award.

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 00198559 of 2016)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
4	Conditions of Service
1	Definitions
5	Dispute Resolution
3	Grading Committee
7	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 their respective meaning assigned to them:

"Assistant Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as assistant engineers in public hospitals at the operative date of this award shall be deemed to hold qualifications to the level required by this award.

"Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as engineers in public hospitals at the operative date of this award shall be deemed to hold qualifications to the level required by this award.

"Health Service" means a Local Health District 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.

"Maintenance Supervisor (Tradesman)" means a person appointed as such to an established position as approved by the employer and:

- (a) who assists the engineer or the assistant 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.

"Union" means the Health Services Union NSW.

## 2. Salaries

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

## 3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer (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 employer approves, papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.
- (iii) 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 Health Service 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 Health Service;
  - (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 NSW Ministry of Health 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 employer, 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 employer in connection with their representations.

- (vi) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vii) Nothing in this clause shall affect the right of the Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employees under this award.

#### **4. Conditions of Service**

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

Provided that clause 9, Overtime, of that award shall not apply to an employee covered by this award who is:

- (a) classified as Engineer, Grade 7; or
- (b) paid an allowance because he acts in the capacity of a group engineer or regional engineer; or
- (c) who, following 13 November 1997, is reclassified to a higher grade because he acts in the capacity of a group engineer or regional engineer;

and the salary rates of engineers not so entitled to overtime shall be deemed to cover all incidents of employment.

- (ii) 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 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Engineers (State) Award published 14 August 2015 (377 I.G. 1538) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2016 2.5% \$
Engineer	
Grade 1	1,333.40
Grade 2	1,429.60
Grade 3	1,524.60
Grade 4	1,620.40
Grade 5	1,763.50
Grade 6	1,906.50
Grade 7	2,215.60
Assistant Engineer	
Grade 1	1,333.40
Grade 2	1,429.60
Grade 3	1,524.60

Grade 4	1,620.40
Grade 5	1,763.50
Grade 6	1,906.50
Maintenance Supervisor (Tradesman)	
Grade 2	1,286.50
Grade 1	1,194.50

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198735)

Before Commissioner Murphy

7 July 2016

### AWARD

#### Arrangement

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

#### PART B - MONETARY RATES

Table 1 - Salaries

### PART A

#### 1. Definitions

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Union" means the Health Services Union NSW.

#### 2. 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.

#### 3. Salaries and Wages

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

#### 4. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.



## 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 fulfillment 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 b56(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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

## 7. Area, Incidence and Duration

- (ii) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (iii) This Award rescinds and replaces the Health Employees General Administrative Staff (State) Award published 14 August 2015 (377 I.G. 1543) and all variations thereof.
- (iv) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

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

**Table 1 - Salaries**

Grades	Rate from 1.7.2016 2.5% \$
<b>GENERAL ADMINISTRATIVE STAFF</b>	
Grade 1	992.20
Grade 2	1,032.30
Grade 3	1,068.50
Grade 4	1,104.70
Grade 5	1,123.60
Grade 6	1,160.20
Grade 7	1,199.90
Grade 8	1,268.60
Grade 9	1,383.80
Grade 10	1,428.00
Grade 11	1,499.60
Grade 12	1,604.50
Grade 13	1,720.20
Grade 14	1,829.70
Special Grade - R.P.A. - Services Manager	1,889.60
Special Grade - R.P.A. - Supply Manager	2,285.00

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198522)

Before Commissioner Murphy

7 July 2016

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

Clause No.	Subject Matter
5	Anti-Discrimination
7	Area, Incidence and Duration
3	Conditions of Employment
1	Definitions
4	Dispute Resolution
6	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 their respective meaning assigned to them:

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Interpreter" means a person appointed as such.

"NAATI" means the National Accreditation Authority for Translators and Interpreters.

"Union" means the Health Services Union NSW.

**2. Salaries**

Salaries for Interpreter - Grades 1, 2 and 3 - shall be as set in Table 1-Salaries, of Part B, Monetary Rates.

Provided that an Interpreter Grade 1 who achieves NAATI accreditation as a paraprofessional interpreter shall subject to the following conditions be promoted to Grade 2 with effect from the first pay period of the month following the successful completion of the course:

- (i) Satisfactory service and a recommendation to the employer:

- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2.

Progression to Interpreter Grade 3 shall be dependent upon -

- (i) officers having achieved NAATI accreditation as a professional interpreter; and
- (ii) the Officer having completed 12 months' service as an interpreter with the employer or such other service deemed by the employer as being equivalent thereto; and
- (iii) the Officer having demonstrated competency at operational level to warrant payment at Grade 3.

Interpreter In Charge - An employee appointed to the position of Interpreter in Charge shall receive a rate equal to the Interpreter - Grade 2 - 5th year of service and thereafter rate; plus an allowance equivalent to the current team leader's allowance as varied from time to time; provided that if an employee employed as an Interpreter - Grade 3 is appointed to the position of Interpreter in Charge he/she shall be paid his/her appropriate rate as an Interpreter - Grade 3, plus an allowance equivalent to the current team leader's allowance as varied from time to time.

### **3. Conditions of Employment**

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. Dispute Resolution**

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, shall apply.

### **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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Interpreters (State) Award published 14 August 2015 (377 I.G. 1546) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

## PART B

### MONETARY RATES

Table 1 - Salaries

Grades	1.7.2016 2.5% \$
Interpreter - Grade 1	
1st year	44,875
2nd year	46,128
3rd year	48,006
4th year	49,249
Interpreter - Grade 2	
1st year	53,927
2nd year	55,557
3rd year	56,972
4th year	58,441
5th year	59,894
Interpreter - Grade 3	
1st year	62,567
2nd year	64,184
3rd year	66,263
4th year	67,945

Co-ordinator Interpreter Services	
1st year	74,390
2nd year	77,436
3rd year	80,148
4th year	84,036

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198711)

Before Commissioner Murphy

7 July 2016

### AWARD

#### Arrangement

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

#### PART B - MONETARY RATES

Table 1 - Salaries and Allowances

### PART A

#### 1. Definitions

"Union" means the Health Services Union NSW.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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.

"MRPB" means the Medical Radiation Practitioner Board of Australia.

#### "MEDICAL RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)"

"Diagnostic Radiographer" means a person who has acquired a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds a Statement of Accreditation issued by the Australian Institute of Radiography. From 1 July 2012 Diagnostic Radiographers are required to hold registration with the MRPB.

MRS (Diagnostic Radiographer) Qualifications:

Bachelor of Medical Radiation Science (Diagnostic Radiography).

Bachelor of Applied Science (Medical Radiation Science) - (Diagnostic Radiography).

Successful completion of a Diagnostic Radiography course recognised by the employer and the MRPB.

Accreditation by the AIR. From 1 July 2012, must hold registration with the MRPB.

### **LEVEL 1**

Progression from Level 1 to Level 2 is automatic upon completion of a PDY (full-time or part-time equivalent) in an approved department. The MRS at this level must have been granted provisional accreditation by the AIR. From 1 July 2012, the MRS at this level must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY completion anniversary date.

The Medical Radiation Scientist (MRS) (Diagnostic Radiographers) at this level is employed in an approved department during their first year post-graduation from a recognised university undergraduate course. This year may be referred to as their Provisional Development Year or PDY.

The MRS (Diagnostic Radiographer) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, occupational health, safety and rehabilitation, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

### **LEVEL 2 (Years 1 - 5)**

Progression through Level 2 is automatic, and occurs annually on the MRS' (Diagnostic Radiographer) anniversary. This level also maintains those who are still on the "thereafter" rate.

To satisfy the criteria for progression to Level 2 the MRS (Diagnostic Radiographer) will have completed the requirements for their PDY.

The MRS (Diagnostic Radiographer) at this level:

Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.

Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (eg. manual handling, infection control, etc.).

Demonstrates significant ongoing commitment to continuing professional education and actively participates in undergraduate student education and departmental in-service lectures.

### **LEVEL 3**

#### **Grade 1 (Years 1 - 2: Specialist MRS)**

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 1, Year 2.

A MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years experience post accreditation or registration (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers (Level 4 or



above), and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) or their representative will assess the application.

The relevant Health Service may also establish such positions at Level 3, Grade 1 or 2 as it deems appropriate from time-to-time.

The profession of MRS (Diagnostic Radiography) is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the criteria listed below.

MRS (Diagnostic Radiographers) seeking appointment to Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in complex clinical procedures including but not confined to:

Education

Applied Computer Science (including PACS)

Paediatrics

Clinical Supervisor

QA

Radiation Safety & Assessment

CT

Angiography

Intra-operative interventional techniques

MRI

Ultrasound

Mammography/Breast Imaging

General/Trauma Radiography

Dental Imaging

Software development and application.

In addition, MRS (Diagnostic Radiographers) at this level are expected to:

Demonstrate a level of participation in teaching programs within and/or outside the establishment. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers and the public in a field relevant to Diagnostic Radiography.

Demonstrate an ability to supervise and be responsible for other MRS' (Diagnostic Radiographers).

Demonstrate an ability to supervise and assess clinical experience of MRS (Diagnostic Radiography) undergraduate students. Provide liaison between the universities and the clinical setting.

Be able to demonstrate active participation and involvement in development of techniques through associated reports, presentations, conferences, publications or work place in-service lectures.

Contribute to Quality Assurance activities.

Display judgement and demonstrate a high level of initiative and independence in problem solving.

OR

Possess a post graduate certificate in a relevant area of specialisation.

### **LEVEL 3**

#### **Grade 2 (Years 1 - 2: Consultant MRS)**

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 2, Year 2.

The MRS (Diagnostic Radiographer) after not less than the completion of 12 months service at Level 3, Grade 1, Year 2 may apply to the Chief MRS (Diagnostic Radiographer) for personal progression to Level 3, Grade 2. The applicant will be assessed by a panel of at least three Chief MRS' (Diagnostic Radiographers) or their representatives.

The MRS (Diagnostic Radiographer) at this level will have extensive clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above). They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS' (Diagnostic Radiographers) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports by Senior MRS' (Diagnostic Radiographers) Level 4 or above and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS. (Diagnostic Radiographer). This wider acknowledgment of their expertise may be for example, in publications in peer-reviewed journals.

The MRS (Diagnostic Radiographer) Level 3, Grade 2 may also be designated as the Clinical Imaging Educator/Tutor.

This position would be responsible to the Chief MRS (Diagnostic Radiographer) for the identification, provision and delivery of continuing education for MRS' (Diagnostic Radiographers) with both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the educator/tutor function for undergraduates on clinical placement and MRS (Diagnostic Radiographers) undergoing PDY.

### **LEVEL 3**

#### **Grade 3**

The MRS (Diagnostic Radiographer) at this level must have obtained an appropriate recognised postgraduate diploma allied to their area of expertise. This refers to post graduate diploma in areas such as (but not restricted to) ultrasound, CT, MRI, mammography, angiography, QA, management, education, research or IT. Such applicable diplomas must be relevant to the area of specialisation.

**LEVEL 4****Grade 1 (Years 1 - 2: Section Manager / Assistant Chief MRS/Sole Chief MRS)**

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 4, Grade 1 Year 2.

A MRS (Diagnostic Radiographer) at this level would manage the operations of a section or functional unit (specialist or general) within the Diagnostic Radiology department and discharge the associated administrative duties. These operations include day to day management, throughput and patient care, patient scheduling as well as immediate staffing. The MRS (Diagnostic Radiographer) would be responsible to the Assistant Chief MRS (Assistant Chief Diagnostic Radiographer) or the Chief MRS (Chief Diagnostic Radiographer) for the overall QA, organisation, activities and maintenance of standards within the particular specialised section.

OR

MRS' (Diagnostic Radiographers) at this level may be a sole Chief MRS (Diagnostic Radiographer) responsible to a Health Manager for both the clinical and financial management of the Imaging Department.

OR

An MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated department staff eg. clerical, hospital assistants, etc.

OR

Possess a Masters Degree in an area of Medical Radiation Science specialisation which is relevant to medical imaging and which will benefit the profession. Eligibility requires a minimum of three years equivalent clinical practice after successful completion of a PDY.

**LEVEL 4****Grade 2**

An MRS (Diagnostic Radiographer) at this level would manage an area of the Diagnostic Radiology department with at least two specialist modalities such as 2 CT units or 2 Angiographic units

OR

two imaging sections within a tertiary referral teaching hospital e.g. Operating Suite and General Radiography.

In a department of only one specialist modality it may be appropriate to have only one position at this level but the focus of the position would be the decision of the relevant Health Service.

The areas referred to in this section would include a number of imaging sections or units, such as all CT units or all angiographic units. The manager of the area would have the responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, creation of protocols for scheduling and training, overall waiting list management and ensuring all resources are used in the most effective manner.

OR

The MRS (Diagnostic Radiographer) at this level may be a Chief MRS (Diagnostic Radiographer) who manages a department with 2-3 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff eg. clerical, hospital assistants.

OR

The MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 8-14 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff eg. clerical, hospital assistants, etc.

OR

At this level the MRS (Diagnostic Radiographer) will have the duties and responsibilities of an MRS Section Manager (Level 4 Grade 1) but possess a post graduate diploma or masters degree in an area of relevance to their position. The post graduate diploma /masters degree will have been completed after a minimum four years clinical experience. Such a position is to receive accelerated progression to Level 4, Grade 2, Year 2.

## **LEVEL 5**

### **Grade 1**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff eg. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 15 - 19 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

At this level the MRS (Diagnostic Radiographer) is responsible for coordinating and managing a complex function for example, but not limited to: IT, PACS/RIS, CT, US etc. across a Local Health District(s).

OR

Has completed a PhD in a relevant area of specialisation.

## **LEVEL 5**

### **Grade 2**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 8-14 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

**LEVEL 5****Grade 3**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 15-19 FTE MRS (Diagnostic radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with more than 24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants etc.

**LEVEL 6****Grade 1**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants etc.

**LEVEL 6****Grade 2**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 25-30 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

**LEVEL 6****Grade 3**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 31 or more FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc

NB: FTEs refer to establishment radiographer positions only.

**"MEDICAL RADIATION SCIENTIST (MRS) (NUCLEAR MEDICINE)"**

A MRS (Nuclear Medicine) means a person who has acquired a Bachelor of Applied Science in Medical Radiation Science - Nuclear Medicine or equivalent qualifications recognised by the MRPB and currently holds a radiation license under the Radiation Control Act 1990. From 1 July 2012, an MRS (Nuclear Medicine) must hold registration with the MRPB. Employees employed as MRS (Nuclear Medicine) are classified into six levels as follows:

**LEVEL 1 - PDY MRS (Nuclear Medicine)**

The MRS (Nuclear Medicine) at this level are employed in an Australian and New Zealand Society of Nuclear Medicine (ANZSNM) approved department during their first year post graduation from a University undergraduate or postgraduate course/program recognised by the MRPB. This year may be referred to as their Professional Development Year (PDY).

The MRS (Nuclear Medicine) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, workplace safety, Radiation Safety, Occupational Health and Safety, and Manual Handling.

Progression from Level 1 to Level 2 is upon completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (Nuclear Medicine) PDY must also have been granted accreditation with the ANZSNM. From 1 July 2012, the MRS (Nuclear Medicine) PDY must have been granted provisional registration by the MRPB.

NB. The level 2 progression shall be retrospective to their successful completion of their PDY.

### **LEVEL 2 (Years 1 - 5)**

The MRS (Nuclear Medicine) at this level have completed at least one year full time employment or equivalent in an ANZSNM approved Department and obtained their accreditation. From 1 July 2012 the MRS (Nuclear Medicine) must hold registration with the MRPB.

The MRS (Nuclear Medicine) at this level:

Demonstrates independent and significant professional knowledge and judgement when performing clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex Nuclear Medicine procedures including Quality Improvement / Assurance programmes.

Is expected to provide a high level of patient care and continue to develop their knowledge regarding work place safety issues (eg. Manual Handling, OH&S).

Demonstrates significant ongoing commitment to continuing education and participates in undergraduate student education and departmental in-service lectures

Progression through Level 2 is automatic, and occurs annually on the MRS (Nuclear Medicine's) anniversary of accreditation or registration.

### **LEVEL 3**

#### **Grade 1 (Years 1-2: Specialist MRS (Nuclear Medicine))**

The MRS (Nuclear Medicine) may apply for a personal regrading to this level after not less than two years experience post accreditation or registration (full-time or part-time equivalent). The MRS (Nuclear Medicine) must display a suitable level of professionalism, as determined by their peers, and develop competency in at least one essential criterion and 3 desirable criteria from the list below. A panel of at least three Chief MRS (or their representative) will assess the application.

#### Essential Criteria

Undertake relevant workplace academic postgraduate certificate, diploma or higher qualification or other 'relevant' professional qualifications i.e. Ultrasound, BMD, CT (hybrid course).

OR

Develop a high level of competency within area/s of specialty with a minimum of 12months (not necessarily continuous) experience in those relevant area/s. Areas of specialty may include: Education, applied computer science (including PACS), paediatrics, clinical supervisor, QA, Radiopharmacy, Software development and application etc.

OR

Develop a consistently high standard of practice within the profession and has proven problem solving skills. The MRS (Nuclear Medicine) at this level should also be actively involved in the organisation and management of the workplace (eg. Staff mentoring, IT duties, Staff Appraisals, QA, QC).

### Desirable Criteria

Demonstrated high standard of practice within the profession, through the active involvement in areas such as conferences, lectures, seminars, continuing education or professional development.

Published papers, presentations or preparation of significant reports.

Active involvement in workplace in-services.

Contributes to the establishment of clinical protocols and development of techniques.

Demonstrate competency in, and a detailed knowledge of complex clinical procedures

Demonstrates an ability to supervise and assess clinical experience of MRS undergraduate students.

Involved in department quality management activities, including protocols and procedures

Involved in research either performed in the department or in conjunction with the department.

Participation in relevant professional committees. Example of these may be radiation safety, OH&S, QA or Health Service committees relevant to the professional activities of Nuclear Medicine.

The profession of Nuclear Medicine is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the above listed criteria.

At completion of one-year full time (or part time equivalent) at Level 3 Grade 1 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 1 Year 2.

### **LEVEL 3**

#### **Grade 2 (Year 1-2: Specialist / Educator Co-ordinator MRS (Nuclear Medicine))**

The MRS (Nuclear Medicine) may after not less than the completion of 2 years service (full-time or part-time equivalent) at Level 3, Grade 1, Year 2 apply to the Chief MRS for personal progression to Level 3, Grade 2, Year 1. A panel of at least three Chief MRS (or their representative) will assess the application.

MRS (Nuclear Medicine) must have clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above).

They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS (Nuclear Medicine) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports/appraisals by Senior MRS (Level 4 or above) and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a MRS (Nuclear Medicine). This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

OR

The MRS (Nuclear Medicine) Level 3, Grade 2 may also be designated as the Nuclear Medicine Department Educator / Tutor co-ordinator.

This position would be responsible to the Level 5 & 6 MRS (Nuclear Medicine) for the identification, provision and delivery of continuing education for the department, including both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the tutor function for undergraduates on clinical placement and MRS (Nuclear Medicine) undergoing their PDY. This position would also be expected to liaise with the relevant professional bodies (e.g. Mentor program, accreditation, ANZSNM and NSWSNMS).

At completion of one-year full time (or part time equivalent) at Level 3 Grade 2 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 2 Year 2.

### **LEVEL 3**

#### **Grade 3**

The MRS (Nuclear Medicine) at this level must have obtained an appropriate postgraduate diploma allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to) ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

### **LEVEL 4**

#### **Grade 1 (Year 1-2: Section Manager)**

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. A MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine).

OR

#### **Research Co-ordinator MRS**

The MRS at this level is primarily responsible for the co-ordination and development of research projects within the department. This MRS is required to liaise with related groups such as clinical departments, university faculties or private companies. This MRS is to be known as the research co-ordinator. At completion of one-year full time (or part time equivalent) at Level 4, Grade 1, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 1, Year 2.

### **LEVEL 4**

#### **Grade 2 (Year 1-2: Section Manager)**

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. A MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine).

AND

The MRS at this level must have obtained an appropriate postgraduate diploma or above allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to)



ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

At completion of one-year full time (or part time equivalent) at Level 4, Grade 2, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 2, Year 2.

#### **LEVEL 5**

##### **Grade 1 (Deputy Chief MRS)**

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with less than 3 gamma cameras. This MRS is to be known as the Deputy Chief MRS.

A MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g. Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 1 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

#### **LEVEL 5**

##### **Grade 2 (Deputy Chief MRS)**

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras. This MRS is to be known as the Deputy Chief MRS.

A MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g. Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 2 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

#### **LEVEL 5**

##### **Grade 3 (Deputy Chief MRS)**

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility. This MRS is to be known as the Deputy Chief MRS.

A MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g. Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 3 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

#### **LEVEL 6**

##### **Grade 1 (Chief MRS (Nuclear Medicine))**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6 Grade 1 include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA (EquIP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6 Grade 1 MRS must perform.

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department with less than 3 gamma cameras, in addition to other associated departmental staff eg. clerical, hospital assistants etc. This MRS is to be known as the Chief MRS.

OR

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is not accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

## **LEVEL 6**

### **Grade 2 (Chief MRS (Nuclear Medicine))**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 2 include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA (EquIP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 2 MRS must perform.

The Level 6, Grade 2 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras, in addition to other associated departmental staff eg. clerical, hospital assistants etc.

AND

The Level 6, Grade 2 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

## **LEVEL 6**

### **Grade 3**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 3 include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA (EquIP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 3 MRS must perform.

The Level 6, Grade 3 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility, in addition to other associated departmental staff e.g. clerical, hospital assistants etc.

AND

The Level 6, Grade 3 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

### "MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

A MRS (Radiation Therapist) means a person who has acquired a Bachelor of Medical Radiation Science (Radiation Therapy)/Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy; or has qualifications deemed equivalent by the employer and recognised by the MRPB. From 1 July 2012, MRS (Radiation Therapists) must hold registration with the MRPB. Employees employed as a Medical Radiation Therapist are classified into one of the following six levels:

#### **LEVEL 1**

The Medical Radiation Scientists ('MRS') (Radiation Therapists) at this level are employed in an approved department during their first year post-graduation from a recognised university undergraduate course. This year may be referred to as their Professional Development Year (PDY).

The MRS at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, occupational health, safety and rehabilitation, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

Progression from Level 1 to Level 2 is upon their successful completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (PDY) must also have been granted provisional accreditation with the AIR. From 1 July 2012, the MRS (PDY) must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY anniversary date.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

#### **LEVEL 2 (Years 1 - 5)**

Radiation Therapists at this level have completed the requirements for the PDY and progression from Level 1. Radiation Therapists at Level 2 and above shall have a high level of patient care and understanding towards the patient; involvement in Occupational Health Safety & Rehabilitation and Quality Assurance matters; and work in an environment where there are multi disciplinary teams.

Radiation Therapists operating at this level are required to demonstrate competency within the areas of patient treatment, planning and delivery; and active involvement/ participation in workplace in-services.

The MRS at this level:

Demonstrates independent and significant professional knowledge and judgment to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.

Is expected to provide a high level of patient care and treatment planning and delivery with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (e.g. manual handling).

Demonstrates significant ongoing commitment to continuing education and professional development, and participates in undergraduate student education and departmental in-service lectures.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 2 is automatic, and occurs annually on the MRS' anniversary. This level also maintains those who are still on the "thereafter" rate.

### **LEVEL 3**

Grade 1 (Years 1 - 2: Radiation Therapist Specialist)

A Radiation Therapist may apply to the Chief Radiation Therapist for a personal regrading to this level after not less than two years post accreditation experience (i.e. Completion of Level 2, Year 2). The application will be assessed by a panel of at least three Chief Radiation Therapists. The relevant Health Service may also establish such positions at Level 3, Grade 1 that it deems appropriate, from time to time.

Radiation Therapists seeking appointment at Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in at least two complex clinical procedures including but not confined to:

Treatment planning and delivery:

CNS

Multi-field junctional techniques (3 fields or more)

Mono isocentric techniques

Conformal therapy

Brachytherapy (both treatment and planning)

Radiosurgery/stereotactic

Intensity Modulated Radiation Therapy

Paediatric radiation therapy

Complex radiation therapy techniques related to specific trials and protocols

3-Dimensional Treatment Planning

Technique development

Complex mould-room procedures

The Association and the employer are free to bring forward new technologies and procedures as they develop, with a view to gaining agreement on their inclusion in the above-listed criteria.

In addition, Radiation Therapists at this level are expected to:

Demonstrate a record of participation in teaching programmes within and/or outside the place of work. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers or the public in a field relevant to Radiation Therapy;

Demonstrate an ability to supervise and be responsible for other Radiation Therapists;

Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and

Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS will automatically progress to Level 3, Grade 1, Year 2.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

### **LEVEL 3**

#### **Grade 2 (Years 1-2: Radiation Therapist Consultant)**

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 1) - Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

The relevant Health Service may also establish such positions at Level 3, Grade 2 (Radiation Therapist Consultant) that it deems appropriate, from time to time.

Radiation Therapist Consultants have clinical expertise related to specific areas of radiation therapy e.g. Paediatric speciality, stereotactic radiosurgery, clinical review, counselling, head and neck cancers, genito-urinary cancers etc, and may be called on in an advisory capacity to assist other Radiation Therapists with difficulties encountered within specific situations relating to their area of expertise.

The Radiation Therapist Consultant will be expected to demonstrate their expertise through the development and maintenance of protocols, delivery of in-services and presentation of papers related to their area of expertise at departmental level and at conferences at national or international level.

In addition to the criterion for Level 3 Grade 1, the Radiation Therapist must be able to demonstrate expertise in 2 further speciality areas, or one further speciality area and a postgraduate qualification deemed appropriate to the profession by the panel.

The Level 3 Grade 2 Radiation Therapist should also demonstrate an increased involvement in teaching and presentations/publications.

Applicants should have substantiated reports by Senior Radiation Therapists (Level 4 or above) and/or Radiation Oncologists and/or other associated health service managers. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the Radiation Therapy department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a Radiation Therapist. This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS will automatically progress to Level 3, Grade 2, Year 2.

**LEVEL 4****Grade 1 (Years 1 - 2: Section/Functional Unit Manager/Senior Radiation Therapist)**

A Radiation Therapist at this level would manage the operations of a section or functional unit of a Radiation Therapy Department and discharge associated administrative duties.

A section or unit within this level is a single treatment machine where the managers would be responsible for the administrative detail, such as day to day running, throughput and patient care, patient scheduling, as well as immediate staffing. The Radiation Therapist at this level would also be responsible for maintaining adequate QA on patient treatment sheets, record and verify systems (including data entry) Portal films, EPI and billing data entry requirements. The Radiation Therapist would also be actively involved in ensuring all treatment deviations are investigated, reported and corrective measures implemented where appropriate. A section or unit may also relate to sections within the treatment planning area. These sections may include, but are not limited to simulator, mould room and planning room.

Radiation Therapy Level 4 Grade 1 positions may also be established as multidisciplinary team co-ordinators, where the Radiation Therapist is responsible for the management and associated duties of the multidisciplinary team functions.

Radiation Therapy Level 4 Grade 1 positions may also be established as Radiation Therapist - Education.

A position of Radiation Therapist - Education is responsible to the Chief Radiation Therapist for the identification, provision and delivery of continuing education for Radiation Therapists, with both clinical and general management components; and for the co-ordination and appropriate service delivery of the tutor function for undergraduates/trainees on clinical placement and Radiation Therapists in their Professional Development Year.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS will automatically progress to Level 4, Grade 1, Year 2.

**LEVEL 4****Grade 2 (Years 1 - 2: Radiation Therapist Supervisor)**

A Radiation Therapist at this level would manage an area of a Radiation Therapy Department, such as treatment planning or treatment delivery, OH&S and or radiation safety legislation and Equip co-ordinators. The Radiation Therapist at this level would be expected to maintain expertise in radiation therapy planning, simulation and treatment delivery.

The Radiation Therapist in this position would be responsible for the overall Quality Assurance, organisation, activities and maintenance of standards within the particular area in conjunction with the Chief Radiation Therapist and Deputy Chief Radiation Therapist.

The area referred to in this level would include a number of the sections or units, such as all the treatment machines and the total planning area. The manager of an area would have responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, overall waiting list management, ensuring planning and treatment resources are used in the most effective manner. The radiation therapist would also be responsible for ensuring all treatment deviations are investigated, reported and corrective measures are implemented where appropriate.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 2, Year 1, the MRS will automatically progress to Level 4, Grade 2, Year 2.

#### **LEVEL 5 (Years 1 - 3)**

A Radiation Therapist at this level is an Assistant Chief Radiation Therapist who assists in the management of a Radiation Therapy department of a hospital.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 5 is automatic, and occurs annually on the MRS' anniversary.

#### **LEVEL 6 (Years 1 - 3)**

A Radiation Therapist at this level manages a Radiation Therapy department of a hospital. The Chief Radiation Therapist has ultimate responsibility for patient service standards and patient throughput, continuing education, research, training of radiation therapy staff and students; liaison with appropriate universities and with relevant other bodies.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 6 is automatic, and occurs annually on the MRS' anniversary.

### **2. Salaries**

Employees shall be paid not less than the following minimum salaries as set out in Table 1- Salaries and Allowances, 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. Dispute Resolution**

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

### **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. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

## **7. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Medical Radiation Scientists (State) Award published 14 August 2015 (377 I.G. 1550) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.



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

**Table 1 - Salaries and Allowances**

Radiographers	Nuclear Medicine	Radiation Therapists	Rate from 1.7.2016 2.5% \$
<b>LEVEL ONE</b>			
Year 1	Year 1	Year 1	1,144.00
<b>LEVEL TWO</b>			
Year 1	Year 1	Year 1	1,186.70
Year 2	Year 2	Year 2	1,346.10
Year 3	Year 3	Year 3	1,530.80
Year 4	Year 4	Year 4	1,605.30
Year 5	Year 5	Year 5	1,657.10
<b>LEVEL THREE</b>			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	1,782.50
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	1,842.00
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	1,893.40
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,100.80
Grade 3 - Year 1	Grade 3 - Year 1	--	2,159.20
<b>LEVEL FOUR</b>			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	2,159.20
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	2,232.50
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	2,300.40
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,358.20
<b>LEVEL FIVE</b>			
Grade 1	Grade 1	Year 1	2,526.50
Grade 2	Grade 2	Year 2	2,589.60
Grade 3	Grade 3	Year 3	2,722.60
<b>LEVEL SIX</b>			
Grade 1	Grade 1	Year 1	2,788.70
Grade 2	Grade 2	Year 2	2,853.90
Grade 3	Grade 3	Year 3	2,919.70
<b>ALLOWANCE</b>			
Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:			
Chief Radiographer-Serving other hospitals			51.30

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198589)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

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

**PART B - MONETARY RATES**

Table 1 - Salaries

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

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position and whose function is to assist the Director of Pharmacy in the administration of the Department.

"Director of Pharmacy" means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital, St Vincents (Darlinghurst), Royal North Shore, St George and Concord.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

"Group 2 Hospitals" - Newcastle Mater Misericordiae, New Children's Hospital (Westmead), Liverpool, Nepean, Wollongong Hospitals, Blacktown/Mt Druitt, Bankstown/Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" - Coffs Harbour, Wagga Wagga Base, Sutherland, Tamworth Base Hospital, Rozelle, Canterbury, Lismore, Ryde, Hornsby, Fairfield, Dubbo Base.

"Group 4 Hospitals" - Manly, Auburn, Balmain, Sydney, Royal Newcastle, Albury, Wyong, Blue Mountains/Katoomba, Griffith Base, Orange, Bathurst Base, Shellharbour, Shoalhaven, Gladesville/Macquarie, Armidale, Tweed Heads/Murwillumbah,

"Group 5 Hospitals" - Belmont, Cessnock, Maitland, Kurri Kurri, Muswellbrook, Neringah, Royal Ryde Rehabilitation, Royal South Sydney, War Memorial Waverley, Bowral, Cootamundra, Manning River Base, Kempsey, Wauchope, Young, Goulburn Base Hospital, Bulli, Casino, Kyogle, Grafton, Mona Vale, Cowra, Royal Hospital for Women, Parkes/Forbes, Lithgow, Condobolin, Inverell, Moree/Narrabri, Glen Innes.

"Health Service" means a Local Health District 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.

"Pharmacist" means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

"Pharmacist Grade 3" means a Pharmacist who is responsible to the Director of Pharmacy or Deputy Director of Pharmacy for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where the hospital employs at least 5 Pharmacists or a Director of Pharmacy Group 5 Hospitals and Deputy Director of Pharmacy Group 3 Hospitals

"Pharmacist Grade 4" Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 5" Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

"Pharmacist Grade 6" Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 7" Director of Pharmacy Group 1 Hospitals.

"Union" means the Health Services Union NSW.

## **2. Competency Criteria**

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or
- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer.; or
- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia

in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

### **3. Salaries**

Employees shall be paid not less than the minimum salaries as set out in Table 1 of Part B.

### **4. Conditions of Employment**

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 procedure contained in the 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**8. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Pharmacists (State) Award published 14 August 2015 (377 IG 1569) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

**PART B**

**MONETARY RATES**

**Table 1 - Salaries**

Classifications	Rate from 1.7.2016 \$
<b>PHARMACISTS</b>	
Grade 1-Unregistered	1186.70
<b>GRADE 1</b>	
1st year	1259.90
2nd year	1346.10
3rd year	1439.00

4th year	1605.30
5th year	1657.10
GRADE 2	
1st year	1782.50
2nd year	1842.00
3rd year	1893.40
GRADE 3	
Senior Pharmacist	
Director of Pharmacy-Group 5 Hospital	
Deputy Director of Pharmacy-Group 3 Hospital	
1st year	2100.80
2nd year	2159.20
GRADE 4	
Director of Pharmacy - Group 4 Hospital	
Deputy Director of Pharmacy-Group 2 Hospital	
1st year	2159.20
2nd year	2232.50
GRADE 5	
Director of Pharmacy - Group 3 Hospital	
Deputy Director of Pharmacy-Group 1 Hospital	
1st year	2300.40
2nd year	2358.20
GRADE 6	
Director of Pharmacy - Group 2 Hospital	
1st year	2526.50
2nd year	2589.60
GRADE 7	
Director of Pharmacy- Group 1 Hospital	
Group A - 1st year	2722.60
Group A - 2nd year	2788.70
Group B - 1st year	2853.90
Group B - 2nd year	2919.70
Fellowship Allowance	40.50

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198705)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
4	Conditions of Service
1	Definitions
5	Disputes Resolution
3	Exemptions
7	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 their respective meaning assigned to them:

"Chief Medical Photographer" means a medical photographer who has been appointed as Chief Medical Photographer in a Medical Photography Department of a hospital.

"Dialysis Technician" means a person employed as such who has the Industrial Electronics Certificate of the Department of Technical and Further Education or such other certificate or course of training as, in the opinion of the employer, is deemed appropriate.

"Electronics Technician" means a person employed as such who is the possessor of an Electronics and Communications Certificate of the Department of Technical and Further Education, or who has qualifications and/or experience deemed by the employing hospital to be equivalent and the major portion of whose duties include the construction, adaptation, alteration, repair and/or maintenance of electronic equipment.

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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.

"Medical Photographer" means a person who is employed as such and who has satisfactorily completed the course in photography conducted by the Department of Technical and Further Education or who possesses such other qualifications as deemed by the employer to be appropriate and whose duties include taking, processing and recording all types of clinical photographs needed for research, teaching, treatment, and/or medical illustration.

"Perfusionist-Grade 1 (Trainee Perfusionist)" - means a person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion.

"Perfusionist-Grade 2 (Certified Perfusionist)" - means a person who has obtained the qualification of Certification in Perfusion of the Australasian Board of Cardiovascular Perfusion or having qualifications deemed by the employer to be equivalent, who is capable of performing perfusion duties of a complex nature including research and development tasks.

"Perfusionist-Grade 3 (In-Charge Perfusionist)" - means a person who complies with all duties of a Trained Certified Perfusionist but in addition manages the every day operation of the department in conjunction with a medical officer.

"Perfusionist-Grade 4 (Director of Perfusion Services)" - means a person appointed as such who is the most senior Perfusionist within the Hospital and who is solely responsible for the direction and supervision of other Perfusionists within the Hospital. Director of Perfusion services is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge, judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

"Senior Dialysis Technician" means a technician who has been appointed Senior Dialysis Technician in the area of dialysis.

"Senior Electronics Technician" means an electronics technician appointed to a position approved as such by the employer.

"Senior Technical Officer" means a person appointed to a position approved as such by the employer.

"Sole Electronics Technician" means an electronics technician appointed as such.

"Technical Officer" means a person appointed as such who is the holder of the Biological Technicians Certificate, the Chemistry Certificate, the Nuclear Medicine Technician's Certificate, the Pathology Technicians Certificate, the Pathology Technicians Higher Certificate, the Associate Diploma of Health Sciences (Pathology Techniques) of the Department of Technical and Further Education, the Associate Diploma in Medical Technology awarded by the Riverina CAE or the Associate Diploma in Medical Laboratory Science awarded by the Charles Sturt University or such other certificate or course of training as, in the opinion of the employer, is appropriate.

"Trainee Medical Photographer" means a person appointed as such who is undertaking the certificate course in photography conducted by the Department of Technical and Further Education.

"Union" means the Health Services Union NSW.

## 2. Salaries

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

## 3. Exemptions

This award shall not apply to:



- (a) 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.
- (b) Employees of Stewart House Preventorium.

#### **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 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, 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 fulfillment 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Technical (State) Award published 14 August 2015 (377 I.G. 1574) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

## PART B

### MONETARY RATES

Table 1 - Monetary Rates

Classification	Rate from 1.7.2016 \$
Electronics Technician	
1st year of service	1,316.80
2nd year of service	1,362.60
3rd year of service	1,408.60
4th year of service	1,497.30
Sole Electronics Technician	1,570.30
Senior Electronics Technician	
1st year of service	1,595.80
2nd year of service	1,621.10
Perfusionist - Grade 1	
1st year	1,605.30
2nd year	1,657.10
Perfusionist - Grade 2	
1st year	1,782.50
2nd year	1,842.00
3rd year	1,893.40
4th year	2,100.80
5th year	2,159.20
6th year	2,232.50
7th year	2,300.40
8th year	2,358.20
Perfusionist - Grade 3	
1st year	2,526.50
2nd year	2,589.60
Perfusionist - Grade 4	
1st year	2,659.30
2nd year	2,722.60

Trainee Visual Aids Officer	
1st year of training	581.80
2nd year of training	654.30
3rd year of training	715.20
4th year of training	784.00
5th year of training	861.90
Trainee Technical Officer	
1st year of training	578.20
2nd year of training	647.80
3rd year of training	732.70
4th year of training	806.80
Technical Officer - Grade 1	
1st year	1,021.40
2nd year	1,046.00
3rd year	1,069.60
4th year	1,095.10
5th year	1,118.80
6th year	1,161.20
7th year	1,198.80
8th year	1,232.10
Technical Officer - Grade 2	
1st year	1,316.80
2nd year	1,362.50
3rd year	1,408.60
4th year	1,497.30
Senior Technical Officer	
1st year	1,570.30
2nd year	1,595.80
3rd year and Thereafter	1,621.10
Dialysis Technician	
1st year	1,223.70
Thereafter	1,261.10
Senior Dialysis Technician	
Grade 1 ( Sole Technician)	1,299.90
Grade 2	1,344.20
Visual Aids Officer - General Scale	
1st year	964.50
2nd year	1,014.80
3rd year	1,066.10
4th year	1,090.10
5th year	1,115.90
Visual Aids Officer - Grade 1	
Medical Artists, RPA, RNSH;(I/C Westmead) (2-I/C POW)	1,224.10
Visual Aids Officer - Grade 2	
Sole Medical Photographer(St.George & Gosford)	1,275.20
Visual Aids Officer - Grade 3	
Chief Medical Photographer - specific hospitals	1,423.00
Visual Aids Officer - Grade 4	
Co-ordinator - Audio Visual Services - RNSH	1,476.90
Director of Audio Visual Services	
Royal Prince Alfred and Westmead	1,718.90

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**HEALTH MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198739)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
3	Classification Levels
4	Conditions of Service
1	Definitions
5	Dispute Resolution
7	No Extra Claims
2	Salary Bands

**PART B - MONETARY RATES**

Table 1 - Salaries

Table 2 - Classification Levels

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

For the purpose of this award -

"Employee" means a person performing duties as set out in the six level classification structure in Table 2- Classification Levels, of Part B, Monetary Rates.

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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 and the Public Health System Support Division of the NSW Health Service.

"Hospital" means a public hospital as defined in section 15 of the Health Services Act, 1997.

"Service" means service as an employee with the employer both before or after the commencement of this award.

"Union" means the Health Services Union NSW.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or vice versa to obtain an annual rate from a weekly rate.

## 2. Salary Bands

- (i) Employees shall be paid not less than the minimum salaries shown in Table 1-Salaries, of Part B, Monetary Rates.
- (ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.
- (iii) If a global salary movement to classifications covered by this award causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

## 3. Classification Levels

Employees shall be graded and perform the duties within a classification level as set out in Table 2-Classification Levels, of Part B, Monetary Rates, and paid within the appropriate salary band as set out in Table 1-Salaries, of the said Part B.

## 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, 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 fulfillment 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Managers (State) Award published 14 August 2015 (377 I.G. 1580) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification		Rate from 1.7.2016 2.5% \$
Level 1	From To	69,093 92,943
Level 2	From To	90,828 107,729
Level 3	From To	105,615 120,401
Level 4	From To	118,289 141,525
Level 5	From To	139,412 156,313
Level 6	From To	153,002 167,392

**Table 2 - Classification Levels**

Level	Title	Description of Work	Skills and Attributes
One	Health Manager	<ul style="list-style-type: none"> <li>• Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or</li> <li>• Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or</li> <li>• Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</li> </ul> <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.</p> <p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.</p> <p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.</p>	<p>Management:</p> <ul style="list-style-type: none"> <li>• Understanding and commitment to the Health Systems priorities;</li> <li>• Capacity to direct all operational facets based on strategic and business plans;</li> <li>• Ability to ensure budget targets are met.</li> <li>• Capacity to undertake performance appraisal of staff and ability to develop performance measures.</li> <li>• Effective communication and interpersonal skills.</li> </ul> <p>Support:</p> <ul style="list-style-type: none"> <li>• Assist with the development and implementation of policies, procedures, standards and practices.</li> <li>• Able to meet pre-determined targets and deadlines.</li> <li>• Ability to be flexible and adapt work practices to suit circumstances.</li> </ul>



Level	Title	Description of Work	Skills and Attributes
Two	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <ul style="list-style-type: none"> <li>• Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or</li> <li>• Responsible for providing support services for the management of large hospitals which include multiple services and sites; or</li> <li>• Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</li> </ul> <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met. Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management:</p> <ul style="list-style-type: none"> <li>• High level of leadership; communication and Interpersonal skills.</li> <li>• Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.</li> <li>• Proven negotiation and delegation skills.</li> <li>• Ability to motivate and co-ordinate staff.</li> </ul> <p>Support:</p> <ul style="list-style-type: none"> <li>• Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.</li> <li>• Capacity to design strategic and business objectives.</li> <li>• Ability to develop performance measures.</li> </ul>

Level	Title	Description of Work	Skills and Attributes
Three	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <ul style="list-style-type: none"> <li>• Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or</li> <li>• Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or</li> <li>• Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Health Services.</li> </ul> <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p>Management:</p> <ul style="list-style-type: none"> <li>• Excellent leadership, communication and Interpersonal skills.</li> <li>• Highly developed and effective management skills.</li> <li>• Ability to develop, monitor and reach predicted outcomes to strategic and business plans.</li> <li>• Highly developed and effective negotiation and delegation skills.</li> <li>• Proven capacity to manage multi-disciplinary groups.</li> </ul> <p>Support:</p> <ul style="list-style-type: none"> <li>• Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.</li> <li>• Highly developed negotiation and delegations skills.</li> </ul>

Level	Title	Description of Work	Skills and attributes
Four	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <ul style="list-style-type: none"> <li>• Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or</li> <li>• Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services.</li> </ul> <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <ul style="list-style-type: none"> <li>• System-wide view of health care provision and management to improve health outcomes for customers.</li> <li>• Excellent strategic planning and policy development skills.</li> <li>• Proven management expertise at a senior level.</li> <li>• Competent to make complex judgements and take initiatives through delegated responsibilities.</li> </ul>

### HEALTH MANAGER LEVEL 5

#### Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Health Service policy

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the area executive

Budget management and responsibility for significant budget amount

or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage organisation change on a health service(s)-wide basis

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

- Applies intellectual rigour to all aspects of their work
- (d) Personal & Interpersonal Skills
- Provide specialist advice
- Lead persuade, motivate and negotiate at senior levels
- Ability to deal with people at all levels
- Communicate and liaise effectively at all levels within the organisation
- Spokesperson for area of responsibility (media, public)
- Effective community liaison and communication
- Effectively self-manages
- Innovative & lateral thinker
- Flexible & responsive
- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
- Articulates and promotes the organisation's vision and goals
- Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
- Provides effective role-modelling
- Celebrates achievements and encourages innovation
- (e) Outcomes & Performance
- Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)
- Significant impact on service/hospital achievements and targets
- Formal performance agreements with direct reports
- Achievement of best practice
- Monitoring and compliance with all professional standards
- Responsible for health service(s)-wide service delivery

### **HEALTH MANAGER LEVEL 6**

#### Grading Characteristics, Skills and Attributes

- (a) Authority & Accountability
- Able to make decisions assessing the 'measured risk'
- Scope to use resources to reallocate resources to meet changing business needs prioritisation
- Exercise judgement - in broad context

- Accountable for policy and delivery of programs
- Authorised to commit Health Service to course of action
- Develop long-term strategies
- Report directly to CEO or Deputy CEO, or Director Health Service Operations
- Budget management and responsibility for a very significant and complex budget,  
or
- Responsibility for a complex inter/intra area health service unit
- Adherence to the Accounts and Audit Determination for Health Services and all  
Statutory Requirements
- (b) Judgement & Problem-Solving
  - Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)
  - Manage the resolution of unusual and complex systemic problems
  - Define business and strategic plans based upon current and future directions
  - Develop ideas and define action plans and courses of action
  - Resolve problems in a challenging and dynamic environment
  - Use of evidence-based decision-making to back up decisions
  - Demonstrated ability to anticipate and solve problems using innovative and creative solutions
  - High level of technical expertise
  - Highly regarded as an authority and provider of sound advice
  - High level independent decision-making
  - Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
  - Actively develops strategic partnerships
- (c) Leadership & Management
  - Provide leadership, management and direction
  - Actively contributes to shaping the organisation's strategic plan
  - Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
  - Actively monitors progress towards achievement of the strategic vision
  - Achieve objectives
  - Resolve conflict

- Address and prioritise competing demands
- Lead and manage complex organisational change on an inter/intra health service(s)-wide basis
- Build appropriate organisation values and culture
- Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies
- Ability to sell and successfully implement difficult decisions
- Applies intellectual rigour to all aspects of their work
- (d) Personal & Interpersonal Skills
  - Provide expert advice
  - Lead, persuade, motivate, negotiate at senior levels
  - Ability to deal with people at all levels
  - Spokesperson for area of responsibility (media, public)
  - Effective communication and community liaison
  - Effectively self-manages
  - Innovative and lateral thinker
  - Flexible and responsive
  - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
  - Articulates and promotes the organisation's vision and goals
  - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
  - Provides effective role-modelling
  - Celebrates achievements and encourages innovation
- (e) Outcomes & Performance
  - Formal performance agreement with the CEO (KRAs)
  - Achievement of overall organisation targets; budget / service delivery / quality programs
  - Formal performance agreements with direct reports
  - Achievement of best practice
  - Monitoring and compliance with all professional standards
  - Responsibility for Health Service(s)-wide and intra Health Service service delivery

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.



## HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198869)

Before Commissioner Murphy

7 July 2016

### AWARD

#### Arrangement

#### PART A

Clause No.	Subject Matter
1	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4	Conditions of Service
5	Dispute Resolution
6	Salary Packaging
7	No Extra Claims
8	Area, Incidence and Duration

#### PART B - MONETARY RATES

#### PART C - LIST OF AWARDS

### PART A

#### 1. Definitions

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

"ADA" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

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

Where:

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

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

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

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)

"Union" means the Health Services Union NSW and, in relation to Medical Officers, Career Medical Officers, and Medical Superintendents only, the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

## 2. Salaries

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

## 3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause 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 together with any salary packaging arrangements under Clause 7. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries to the same extent as applied before the employee sacrificed that amount of 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.

#### **4. Conditions of Service**

- (i) The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award as varied, shall apply to all persons covered by this award.
- (ii) Conditions of employment relevant to a classification(s) identified within an award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

#### **5. Dispute Resolution**

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, shall apply.

#### **6. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:

- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
  - (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.
  - (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
  - (vi) 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.
  - (vii) 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.
  - (viii) 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.
  - (ix) 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.

## 7. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**8. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award published 14 August 2015 (377 I.G. 1592) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.

**PART B - MONETARY RATES**

Classification	Rate from 1.7.2016 2.5% \$
<b>ABORIGINAL HEALTH CO-ORDINATOR</b>	
1st year	No longer used
2nd year	No longer used
3rd year	No longer used
4th year	No longer used
<b>ABORIGINAL HEALTH EDUCATION OFFICERS</b>	
Non-Graduate	
1st year	No longer used
2nd year	No longer used
3rd year	No longer used
4th year	No longer used
5th year	No longer used
6th year	No longer used
7th year	No longer used
8th year	No longer used
9th year	No longer used
<b>SENIOR ABORIGINAL HEALTH EDUCATION OFFICER</b>	
Non-Graduate	
1st year	No longer used
2nd year	No longer used
<b>REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER</b>	
Grade 1	No longer used
Grade 2	No longer used
Grade 3	No longer used
<b>ABORIGINAL HEALTH WORKER</b>	
1st year	49121
2nd year	52022
3rd year	54876
4th year	57798
5th year	60543
6th year	63418
7th year	66232
8th year	69460
9th year	72346
<b>SENIOR ABORIGINAL HEALTH WORKER</b>	
1st year	75189
2nd year	78106

<b>PRINCIPAL ABORIGINAL HEALTH WORKER</b>	
1st year	80308
2nd year	83778
<b>ABORIGINAL HEALTH PRACTITIONER</b>	
1st year	54876
2nd year	57798
3rd year	60543
4th year	63418
5th year	66262
6th year	69460
7th year	72346
<b>ABORIGINAL HEALTH EDUCATION OFFICER GRADUATE</b>	
1st year	1111.40
2nd year	1165.30
3rd year	1238.00
4th year	1307.20
5th year	1384.20
6th year	1455.80
7th year	1517.30
8th year	1577.60
9th year	1645.70
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
10th year	1728.60
11th year	1811.70
<b>SENIOR ABORIGINAL HEALTH EDUCATION OFFICER GRADUATE</b>	
1st year	1811.20
2nd year	1886.20
3rd year	1961.60
<b>ANALYST, CHEMIST, MICROBIOLOGIST, &amp; SCIENTIFIC OFFICER (Transferred Staff of Division of Analytical Laboratories)</b>	
<b>Grade 1</b>	
1st year	59,979
2nd year	62,342
3rd year	65,819
4th year	70,548
5th year	75,546
6th year	80,026
<b>Grade 2</b>	
1st year	83,943
2nd year	86,434
3rd year	89,070
4th year	92,644
<b>Grade 3</b>	
1st year	96,507
2nd year	99,573
3rd year	101,557
<b>Grade 4</b>	
1st year	106,500
2nd year	109,730
3rd year	111,904
<b>Grade 5</b>	
1st year	116,295
2nd year	119,779

<b>PART-TIME GRADUATE ANALYST</b>	
(P/hour)	39.60
<b>BIOMEDICAL ENGINEERS</b>	
Grade 1	
1st year of service	61,893
2nd year of service	65,660
3rd year of service	70,185
4th year of service	75,004
5th year of service and thereafter	79,854
Grade 2	
1st year of service	84,806
2nd year of service	87,541
3rd year of service	90,284
4th year of service and thereafter	93,011
Grade 3	
1st year of service	98,198
2nd year of service	101,415
3rd year of service	104,653
4th year of service and thereafter	108,324
Grade 4	
1st year of service	113,146
2nd year of service	116,448
3rd year of service and thereafter	119,722
Grade 5	
1st year of service	124,687
2nd year of service and thereafter	127,030
Grade 6	
1st year of service	129,397
2nd year of service and thereafter	131,790
<b>CAREER MEDICAL OFFICERS</b>	
Grade 1	
Year 1	118,432
Year 2	127,573
Year 3	133,159
Year 4	137,655
Year 5	143,091
Grade 2	
Year 1	148,594
Year 2	153,213
Year 3	162,194
Year 4	176,464
Senior	
Year 1	190,008
Thereafter	203,923
Transitional Grades - only applicable to eligible employees employed on 20.4.2005	
Grade 1	162,194
Grade 2	176,464
Grade 3	190,008
<b>CLERK OF WORKS</b>	
80,143	
<b>CO-ORDINATORS</b>	
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	
78,769	
Group 3 - Moree, Tweed Heads, SW Zone 1,2,&5; Grafton, Armidale, Port Macquarie	
84,519	
Group 5 - Tamworth	
92,391	

Group 6 - Dubbo	96,156
<b>ALLOWANCES-CO-ORDINATORS</b>	
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87.	
Future occupants, other than those in AHS, receive the salary for the positions listed above	
<b>Team Leaders Allowance</b>	
In-charge 5 - 10 staff (per week)	41.10
In-charge 11 - 25 staff (per week)	68.50
In-charge 26 - 40 staff (per week)	96.10
In-charge of more than 40 staff (per week)	109.90
Area Co-ordinator's Allowance (per week)	151.20
<b>DRUG &amp; ALCOHOL COUNSELLORS</b>	
<b>NON-GRADUATES</b>	
<b>Grade 1</b>	
1st year	50,326
2nd year	53,315
3rd year	56,241
4th year	59,210
5th year	62,029
<b>Grade 2</b>	
1st year	64,993
2nd year	67,888
<b>ALLOWANCES - DRUG AND ALCOHOL COUNSELLORS - NON-GRADUATE</b>	
Drug and Alcohol Counsellor-2 years on maximum (per week)	59.50
<b>DENTAL ASSISTANTS</b>	
<b>Grade 1</b>	
1st year	53,291
2nd year	54,581
3rd year	55,803
4th year	57,140
<b>Grade 2</b>	
1st year	58,383
2nd year	60,594
3rd year	62,553
4th year	64,284
<b>Grade 3</b>	
1st year	70,590
2nd year	73,179
<b>Supervision Allowance</b>	
2-5 staff year (per week)	32.30
6-10 staff year (per week)	45.70
11-15 staff year (per week)	58.20
16-19 staff year (per week)	71.10
<b>DENTAL OFFICERS</b>	
<b>Level 1</b>	
1st year	85,009
2nd year	97,946
3rd year	104,413
4th year	110,877
<b>Level 2</b>	
1st year	117,347
2nd year	123,814
<b>Level 3</b>	
1st year	130,863
2nd year	134,801



3rd year	137,337
Level 4	
1st year	156,797
2nd year	161,312
Dental Officer Management Allowance	
Level 1 (per annum)	6,476
Level 2 (per annum)	13,077
Area Director Oral Health Clinical Services	
Level 1 (per annum)	172,312
Level 2 (per annum)	189,543
Level 3 (per annum)	218,346
DENTAL SPECIALISTS	
1st year of service	148,151
2nd year of service	153,877
3rd year of service	159,567
4th year of service	165,587
5th year of service	171,612
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C	
Senior Clinical Specialist	179,992
Dental Specialist Management Allowance	
(per annum)	9,713.00
DENTAL TECHNICIANS	
Trainee	
Stage 1 - (first 6 months)	37,738
Stage 2 - (6 months to 1 year)	39,019
Stage 3 - (1 year to 18 months)	43,121
Stage 4 - (18 months to 2 years)	44,716
Level 1	
1st year	58,383
2nd year	60,594
3rd year	62,553
4th year	64,284
5th year	68,715
Level 2	
1st year	68,715
2nd year	71,108
Level 3	
1st year	73,492
2nd year	78,133
Level 4	
1st year	81,933
2nd year	83,263
Level 5	
1st year	91,549
2nd year	95,824
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)	
1st year	89,445
2nd year	92,653
ORAL HEALTH THERAPISTS	
Level 1	
1st year	59,681
2nd year	61,928
3rd year	65,744
4th year	70,261

Level 2	
1st year	75,109
2nd year	79,874
3rd year	83,761
4th year	86,465
Level 3	
1st year	93,000
2nd year	96,113
Level 4	
1st year	100,918
2nd year	103,440
Sole Practitioner Allowance (Oral Health Therapist) (per annum)	
6,535.00	
<b>DENTAL PROTHETISTS</b>	
Level 1	
1st year	73,492
2nd year	78,133
Level 2	
1st year	81,933
2nd year	83,263
Level 3	
1st year	91,549
2nd year	95,824
Director of Animal Care - Westmead	
2,207	
<b>ENVIRONMENTAL HEALTH OFFICERS</b>	
1st year	58,006
2nd year	60,793
3rd year	64,565
4th year	68,199
5th year	72,222
6th year	75,962
7th year	79,138
8th year	82,303
9th year	85,877
10th year - Performance Barrier	90,200
11th year - Performance Barrier	94,518
In order to progress to Year 10 of the scale, an Environmental Health Officer must have:	
(i) completed 12 months service at the salary prescribed on the maximum of the scale; and	
(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.	
After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.	
<b>SENIOR ENVIRONMENTAL HEALTH OFFICERS</b>	
1st year	98,417
2nd year	102,352
<b>TRAINEE ENVIRONMENTAL HEALTH OFFICER</b>	
1st year	47,471
2nd year	49,220
3rd year	50,982
4th year	52,733
<b>TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS</b>	
Environmental Health Officer - 35 hrs p/wk	
- 11th year - Performance Barrier	94,518

Senior Environmental Health Officer-35 hrs p/week	
1st year	98,417
2nd year	102,352
<b>HEALTH EDUCATION OFFICERS</b>	
<b>HEALTH EDUCATION OFFICER - NON-GRADUATE</b>	
1st year of service	50,326
2nd year of service	53,312
3rd year of service	56,240
4th year of service	59,210
5th year of service	62,028
6th year of service	64,985
7th year of service	67,886
8th year of service	71,190
9th year of service & thereafter	74,158
<b>HEALTH EDUCATION OFFICER - GRADUATE</b>	
1st year of service	58,006
2nd year of service	60,793
3rd year of service	64,565
4th year of service	68,199
5th year of service	72,222
6th year of service	75,962
7th year of service	79,138
8th year of service	82,303
9th year of service & thereafter	85,877
A Graduate Health Education Officer who:-	
(i) has completed 12 months service at the salary prescribed on the maximum of the scale;	
(ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
On Maximum for 12 months	90,200
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.	
On Maximum for further 12 months	94,532
<b>PART-TIME HEALTH EDUCATION OFFICER</b>	
Graduate (p/hour)	43.40
Non-Graduate (p/hour)	37.40
<b>SENIOR HEALTH EDUCATION OFFICER-NON-GRADUATE</b>	
1st year of service	77,078
2nd year of service	80,105
<b>SENIOR HEALTH EDUCATION OFFICER - GRADUATE</b>	
1st year of service	94,518
2nd year of service	98,417
3rd year of service	102,352
Part-time Ethnic Health Worker (p/hour)	37.40
Part-time Ethnic Day Care Co-ordinator (p/hr)	37.80
<b>TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86</b>	
<b>Health Education Officer - Non-Graduate</b>	
1st year of service	50,326
2nd year of service	53,312
3rd year of service	56,240
4th year of service	59,210
5th year of service	62,028
6th year of service	64,985
7th year of service	67,886
8th year of service	71,190
9th year of service & thereafter	74,158
<b>Health Education Officer - Graduate</b>	

9th year of service	85,877
On Maximum 12 months	90,200
On maximum further 12 months	94,532
Senior Health Education Officer-Non-Graduate	
2nd year	80,105
Senior Health Education Officer-Graduate	
3rd year	102,352
<b>HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS</b>	
<b>CHIEF HOSPITAL SCIENTIST</b>	
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:	
Less than 200 ADA.	
1st year	2,101.00
2nd year	2,159.00
3rd year and thereafter	2,233.00
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:	
Over 200 ADA.	
1st year	2,233.00
2nd year	2,300.00
3rd year and thereafter	2,358.00
<b>ALLOWANCE</b>	
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	
Fellowship of A.I.M.T. (p/week)	57.40
<b>SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)</b>	
1st year	1,782.50
2nd year	1,842.00
3rd year and thereafter	1,893.40
<b>HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)</b>	
1st year	1,144.00
2nd year	1,186.70
3rd year	1,259.90
4th year	1,346.10
5th year	1,439.00
6th year	1,530.80
7th year	1,605.30
8th year	1,657.10

<b>HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL</b>	
1st year	1,144.00
2nd year	1,186.70
3rd year	1,259.90
4th year	1,346.10
5th year	1,439.00
6th year	1,530.80
7th year	1,605.30
8th year	1,657.10
<b>HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)</b>	
1st year	1,144.00
2nd year	1,186.70
3rd year	1,259.90
4th year	1,346.10
5th year	1,439.00
6th year	1,530.80
7th year	1,605.30
8th year & thereafter	1,657.10

<b>SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)</b>	
1st year	1,782.50
2nd year	1,842.00
3rd year	1,893.40
4th year	2,100.80
5th year	2,159.20
6th year	2,232.50
7th year	2,300.40
8th year & thereafter	2,358.20
<b>ALLOWANCES</b>	
Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.	
Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:	
Senior/Principal H.S.Master of Science (p/wk)	61.10
<b>PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)</b>	
1st year	2,526.50
2nd year	2,589.60
3rd year	2,659.30
4th year	2,722.60
5th year	2,788.70
6th year	2,853.90
7th year	2,919.70
8th year	2,986.50
9th year	3,051.30
10th year & thereafter	3,118.80
Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.	
<b>TRAINEE HOSPITAL SCIENTIST</b>	
1st year	618.80
2nd year	669.50
3rd year	770.10
4th year	882.60
5th year	993.00
6th year	1,093.70
The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.	
Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.	
<b>SENIOR HOSPITAL SCIENTIST IN-CHARGE OF SECTION</b>	
1st year	1,782.50
2nd year	1,842.00
3rd year	1,893.40
<b>SENIOR OR CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB</b>	
Less than 200 ADA	
1st year	2,100.80
2nd year	2,159.20
3rd year	2,232.50
More that 200 ADA.	

1st year	2,232.50
2nd year	2,300.40
3rd year	2,358.20
TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)	
HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory	
5th year	1,439.00
6th year	1,530.80
7th year	1,605.30
8th year & thereafter	1,657.10
SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory	
1st year	93,008
2nd year	96,114
3rd year	98,794
4th year	109,619
5th year	112,662
6th year	116,486
7th year	120,032
8th year & thereafter	123,048
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) - Oliver Latham Laboratory	
3rd year	2,659.30
4th year	2,722.60
5th year	2,788.70
6th year	2,853.90
7th year	2,919.70
8th year	2,986.50
9th year	3,051.30
10th year & thereafter	3,118.80
HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.	
8th year	1,657.10
SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.	
1st year	1,782.50
2nd year	1,842.00
3rd year	1,893.40
4th year	2,100.80
5th year	2,159.20
6th year	2,232.50
7th year	2,300.40
8th year & thereafter	2,358.20
LIBRARY STAFF	
Librarian-Grade 1	
Year 1	59,979
Year 2	63,465
Year 3	67,056
Year 4	71,233
Year 5	74,808
Year 6	78,365
Librarian-Grade 2	
Year 1	81,651
Year 2	84,851
Year 3	89,070
Year 4	92,644
Librarian-Grade 3	
Year 1	97,519
Year 2	100,530
Year 3	104,477
Year 4	108,650

Librarian-Grade 4	
Year 1	111,904
Year 2	115,199
Year 3	118,598
Year 4	122,293
Library Assistant	
Year 1	46,913
Year 2	49,786
Year 3	52,906
Year 4	56,849
Year 5	58,950
Library Technician - Grade 1	
Year 1	59,979
Year 2	63,465
Year 3	67,056
Year 4	71,233
MEDICAL OFFICERS	
INTERN	64,677
RESIDENT	
1st year	75,810
2nd year	83,380
3rd year	94,438
4th year	102,523
REGISTRAR	
1st year	94,438
2nd year	102,523
3rd year	110,639
4th year	118,432
SENIOR REGISTRAR	133,159
For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:	
Annual Salary x 1/ 52.17857 x 38	
and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6	

ALLOWANCES	
Higher Medical Qualification Allowance (p/wk)	55.90
The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.	
The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.	
Higher medical Qualification after 5 years (p/wk)	28.00
The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.	
PART-TIME MEDICAL OFFICERS	
(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment)	
Less than 3 yrs post-graduate experience (p/hour)	54.70
More than 3 yrs post-graduate experience (p/hour)	64.20
More than 6 yrs post-graduate experience (p/hour)	77.20
Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.	

Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%	
Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.	
Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%	
<b>TRANSFERRED MEDICAL OFFICERS</b>	
Less than 6 yrs post-graduate experience (p/hr)	62.10
6 to less than 10 yrs post graduate exper. (p/hr)	89.60
10 yrs or more post-graduate experience (p/hr)	97.90
Possess Dip. of Psychological Medical (p/hr)	91.90
Dip. of Psychological Medical more than 2 yrs (p/hour)	97.90
Medical Officer-5th Schedule - 10th year	140,062
Community Physician	175,992
<b>MEDICAL RECORDS ADMINISTRATOR</b>	
1st year	57,337
2nd year	59,665
3rd year	62,809
4th year	65,700
5th year	68,676
6th year	72,026
7th year & thereafter	75,069
<b>RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION</b>	
	80,026
<b>MEDICAL RECORDS MANAGER</b>	
Grade 1	82,482
Grade 2	85,359
Grade 3	88,679
Grade 4	95,720
Grade 5	99,059
Grade 6	102,601
Grade 7	106,396
Grade 8	114,556
<b>COUNTRY REGIONS</b>	
	99,059
<b>MEDICAL SUPERINTENDENTS</b>	
<b>CHIEF EXECUTIVE OFFICER</b>	
Level 1	221,706
- 16% Clinical Loading	35,472
Level 2	211,269
- 16% Clinical Loading	33,803
Level 3	200,833
- 16% Clinical Loading	32,134
Level 4	162,613
- 16% Clinical Loading	26,017
Level 5	148,706
- 16% Clinical Loading	23,793
<b>MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER</b>	
Level 1	211,269
- 16% Clinical Loading	33,803
Level 2	200,833
- 16% Clinical Loading	32,134
Level 3	186,935
- 16% Clinical Loading	29,910
Level 4	148,706
- 16% Clinical Loading	23,793



Level 5	141,751
- 16% Clinical Loading	22,680
<b>DEPUTY MEDICAL SUPERINTENDENT</b>	
Level 1	186,935
- 16% Clinical Loading	29,910
Level 2	162,613
- 16% Clinical Loading	26,017
Level 3	148,706
- 16% Clinical Loading	23,793

<b>ASSISTANT MEDICAL SUPERINTENDENT</b>	
Level 1	
- 1st year	155,667
- 16% Clinical Loading	24,907
- 2nd year	162,613
- 16% Clinical Loading	26,019
Level 2	
- 1st year	141,751
- 16% Clinical Loading	22,680
- 2nd year	148,706
- 16% Clinical Loading	23,793
Level 3	
- 1st year	134,818
- 16% Clinical Loading	21,571
- 2nd year	141,751
- 16% Clinical Loading	22,680
Level 4	
- 1st year	120,905
- 16% Clinical Loading	19,345
- 2nd year	127,861
- 16% Clinical Loading	20,458

<b>CLINICAL SUPERINTENDENT</b>	
Level 1	
- 1st year	141,751
- 16% Clinical Loading	22,680
- 2nd year	148,706
- 16% Clinical Loading	23,793
Level 2	
- 1st year	134,818
- 16% Clinical Loading	21,571
- 2nd year	141,751
- 16% Clinical Loading	22,680

**ALLOWANCES**

16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base award salary as varied from time to time with respect to their clinical work performed as part of their function.

The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.

Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (p/week)	50.10
Diploma Hospital Admin.issued AIHA (p/week)	29.50
Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration (p/week)	29.50

Hospitals are graded at level indicated below:	
Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital	
Level 2 - St.Vincent's Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children.	
Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.	
Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.	
Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St.Joseph's Hospital -Auburn, St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.	
Medical Superintendent- Personal- Dr. Hensen	215,947
<b>MEDICAL ADMINISTRATION TRAINING SCHEME</b>	
1st year	114,852
2nd year	120,905
3rd year	134,818
4th year	141,751
5th year	148,706
6th year	155,667
7th year	162,613
<b>Exception of Annual Leave &amp; Clinical Loading</b>	
Annual Leave entitlement is 4 weeks	
No Clinical Loading is payable.	
<b>MUSIC THERAPIST - UNQUALIFIED</b>	
1st year (p/hour)	27.80
2nd year (p/hour)	28.40
3rd year & thereafter (p/hour)	28.90
<b>NURSE COUNSELLORS</b>	
<b>Non-Graduate</b>	
1st year of service	52,523
2nd year of service	55,001
3rd year of service	58,161
4th year of service	61,084
5th year of service	64,215
<b>Graduate</b>	
1st year of service	58,547
2nd year of service	61,357
3rd year of service	65,204
4th year of service	68,673
5th year of service	72,760
6th year of service	76,045

7th year of service	79,155
8th year of service	81,927
9th year of service	85,899
<b>PROJECT MANAGER</b>	
Grade 1	
1st year	89,955
2nd year	92,393
Grade 2	
1st year	96,157
2nd year	99,057
Grade 3	
1st year	102,425
2nd year	105,300
Grade 4	
1st year	109,130
2nd year	112,035
<b>REMEDIAL GYMNAST (QUALIFIED)</b>	
1st year	974.20
2nd year	1,003.80
3rd year	1,063.40
4th year	1,118.80
5th year	1,176.10
6th year & thereafter	1,232.90
<b>SESSIONAL RATES</b>	
Music Therapist (per session*)	213.70
Occupational Therapist (per session*)	213.70
Orthoptist (per session*)	213.70
Physiotherapist (per session*)	213.70
Podiatrist (per session*)	213.70
Speech Pathologist (per session*)	213.70
* Session = 3½ hours	
<b>SEXUAL ASSAULT WORKERS - NON-GRADUATE</b>	
Grade 1	
1st year	50,321
2nd year	53,315
3rd year	56,240
4th year	59,209
5th year	62,026
Grade 2	
1st year	64,985
2nd year	67,882
<b>SOCIAL EDUCATORS</b>	
1st year	60,793
2nd year	64,565
3rd year	68,199
4th year	72,221
5th year	75,962
6th year	79,138
7th year	82,305
8th year & thereafter	85,877
<b>PROGRAM DIRECTOR</b>	
1st year	109,371
2nd year	111,904
<b>WELFARE OFFICERS - NON-GRADUATE</b>	
Grade 1	
1st year	50,321

2nd year	53,315
3rd year	56,240
4th year	59,209
5th year	62,026
Grade 2	
1st year	64,985
2nd year & thereafter	67,882
ALLOWANCE	
Welfare Officer - Non-Graduate 2 years on maximum (per week)	63.30

### PART C - LIST OF AWARDS

Public Hospitals (Medical Superintendents) Award

Public Hospitals (Career Medical Officers) (State) Award

Public Hospital (Medical Officers) Award

Hospital Scientists (State) Award

Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award

Public Hospitals Librarians (State) Award

Public Hospital Medical Record Librarians Award

Public Hospital Dental Assistants (State) Award

Health Employees Oral Health Therapists (State) Award

Health Employees Dental Officers (State) Award

Health Employees Dental Prosthetists and Dental Technicians (State) Award

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**HOSPITAL SCIENTISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198934)

Before Commissioner Murphy

7 July 2016

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

Clause No.	Subject Matter
1	Definitions
2	Salaries
3	Grading Employees
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 Employees
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
32A	Lactation Breaks
33	Redundancy-Managing Excess Employees
34	Family and Community Services Leave and Personal/Carer's Leave
34A	Family Violence Leave
35	Mobility, Excess Fares and Travelling
36	Labour Flexibility

37	Salary Packaging
38	Reasonable Hours
39	Salary Sacrifice to Superannuation
40	No Extra Claims
41	Area, Incidence and Duration

## PART B

Table 1 - Allowances

## PART A

### 1. Definitions

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

"ADA" 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 30 June in each and every year and such average shall relate to the salary for the succeeding year.

"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.

"Director/Deputy Director" means an employee 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 employer.

"Secretary" means the Secretary of the Ministry of Health.

"Employee" means a Hospital Scientist, Senior Hospital Scientist, Principal Hospital Scientist, or Trainee Hospital Scientist as defined.

"Employer" means the Secretary exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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 under s.15 of the Health Services Act 1997

"Hospital Scientist" means an employee 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 employer deems equivalent.

"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 employer to be equivalent and who has had not less than ten years post graduate experience in an appropriate scientific field.

"Senior Hospital Scientist" means an employee 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 employer 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 employer for appointment on the recommendation of the Credentials Committee.

"Senior or Chief Hospital Scientist" means an employee 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 employer to be appropriate who:

- (a) has been appointed to a position in charge of a laboratory; or
- (b) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

"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 employer.

"Trainee Hospital Scientist" means an employee appointed as such who is undertaking a part-time degree course in science at an approved University and is engaged in work related to the profession for which he or she is qualifying.

"Union" means the Health Services Union NSW.

## **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 Employees**

- (i) Grades: Every employee 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 employees 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 employee'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 employee is engaged.

- (iv) Credentials Committee. A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or the relevant Health Service.
  - (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 employee from Hospital Scientist to Senior Hospital Scientist.
  - (c) The promotion of an employee 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 employee 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 employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee'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, employees 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 employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regards to the needs of the employer. 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 employer and the Union agree that exceptional circumstances exist in a particular Health Service, an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the



agreement of the employee concerned, accumulate and be taken at a time mutually agreed between the employee and the employer. Provided that the maximum number of days off duty which may accumulate under this subclause shall be three.

- (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 employee 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 employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.

Where an employee 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 employee's return to duty.

- (ix) An employee 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 employee's allocated day off duty falls during a period of sick leave the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, 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 employee'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.
- (xii) 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, employees 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 employee 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 Health Service, the proposals relating thereto shall be conveyed to the Union and an opportunity given to discuss such proposals with representatives of the Health Service concerned and the employer.
- (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 employer 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 employee shall not be entitled to be paid in addition the loading prescribed in subclause (ii) of Part 2 of Clause 8, Part-Time Employees, 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 employee shall be displayed on a roster in a place conveniently accessible to employees. 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 Health Service to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee 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 employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Where an employee 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 employee.

#### **7. On-Call**

An employee required by the employer 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 Health Service without the approval of the employer. 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 the employer 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. 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 are entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause.
- (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) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (viii) An employee 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 employee elects to use his/her own mode of transport he/she shall be paid an allowance equivalent to the "Transport Allowance" as provided by determination made under the Health Services Act 1997, as varied from time to time. .

- (ix) When overtime is necessary it shall wherever reasonably practical, be so arranged that employees 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.

- (x) An employee 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 employee 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.

- (xi) When an employee 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 employer's premises to the employee's home with a maximum payment of one (1) hour.

This subclause shall not apply in the case of call-back nor where the employee has his/her own vehicle available for conveyance home.

- (xii) The provisions of this clause shall not apply to Principal Hospital Scientists.

#### **10. Meals**

- (i) An employee 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 Crown Employees (Public Service Condition of Employment) Award.
- (iii) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (iv) An employee 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 employee 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, employees shall not be required to work more than four (4) hours without a meal break.

#### **11. Higher Duties**

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, 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

#### **12. Public Holidays**

- (i) Public Holidays shall be allowed to employees on full pay.
- (ii) Where an employee 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 employee 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 employee so agree, an employee 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 or health institution 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 employee so agree, have one day added to his period of annual leave.
- (v) An employee who has accrued additional annual leave under subclause (ii) or (iv) of this clause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (vi) Subclauses (i) and (ii) of this clause shall not apply to part-time employee of this award but each such employee 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 employee shall not be entitled to be paid in addition the loading of 15 per cent prescribed in subclause (i) of clause 8 - Part-Time Employees, of this award.
- (vii) 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 day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday 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 employees: See Annual Holidays Act 1944.
- (ii) Annual leave on full pay shall be granted on completion of each twelve months service as follows:
  - (a) Principal Hospital Scientists - 5 weeks.
  - (b) All other employees - 4 weeks.
- (iii)
  - (a) This subclause does not apply to part-time employees.

(b) Employees 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 employees 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 employees 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 employee, 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 employee at the commencement of each year of employment.

An employee with accrued annual leave pursuant to this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (c) Provided further that on termination of employment, employees 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 employer and shall be taken by the employee 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 employee, be postponed for a period not exceeding 18 months.
  - (v) The employer shall give to each employee three months notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
  - (vi) An employee 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 employee 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 employee is absent on ordinary annual leave in accordance with subclause (i) of this clause. Employees 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 employees are absent on additional annual leave in accordance with subclause (ii) of Clause 12, Public Holidays, of this award.
  - (viii) Employees 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 employees are the same as generally applied through circulars issued by the Ministry of Health.

#### 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 with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time..
- (b) Broken periods of service with the employer in one or more hospitals shall count as service.
- (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, unless the employee elects to transfer his or her leave entitlement in accordance with Section 17 of the NSW Health Policy Directive 2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.
  - (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 Determination under the Health Services Act 1997.
- (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 employees - a full-time employee 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 employer, 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 employee 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 employee is on sick leave.
  - (c) An employee shall not be entitled to sick leave until after three months continuous service.
  - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this award.
  - (e) Employees who are employed 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 with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.

- (g) Each employee 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 employees - A part-time employee 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 employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or worker's compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as worker's compensation and full pay. The employee'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 employee'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.
- (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 except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited by the employer in sufficient time to ensure that salaries are available for withdrawal by employees no later than pay day 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 the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the salaries of such employees are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, employees 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 employee 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 employee 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 employee, 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 employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.

- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
- (a) Underpayment
- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
  - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
  - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
  - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
  - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
  - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

#### **17. Termination of Employment**

- (i) During the first three months of employment, 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 employer or the employee 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 employee for misconduct or neglect of duty.
- (ii) Employees 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 (ii), 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 employees.

- (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 employees and where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:

#### Sanitary conveniences -

- (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees 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 employee.
- (b) Floor area not less than 0.56 sq. m. per employee 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 employee 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 Employees

Lockers may be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee appointed by the employer, and if practicable, a Union Branch Employee, otherwise by any two employees so appointed by the employer.

### 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 employee required to wear a uniform provided that an employee 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 employee, on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee an amount per week as set in Item 3 of Table 1, Allowances.
- (iv) If at any hospital the uniform of the employee is not laundered at the expense of the employer, an allowance per week as set in Item 3 of the said Table 1, shall be paid to such employee.
- (v) Each employee 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 employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.

### 21. Climatic and Isolation Allowance

- (i) Employees 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) Employees 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 employee 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 employee appointed as Union representative shall upon notification thereof in writing by the Union to the employer, be recognised as an accredited representative of the Union and shall be allowed the necessary time during working hours to interview the employer on matters affecting employees 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 employee 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 employer 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 employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange to have the matter 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 Secretary 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 Secretary. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the 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 employee 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 employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance based on the casual rate prescribed by the Crown Employees (Public Service Conditions of Employment) Award, 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 employee who with the approval of the employer, 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 employee will, with the approval of the employer, 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 Crown Employees (Public Service Conditions of Employment) Award, 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 employee is required by the employer 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 employee 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 employer 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 employee's daily travel to his/her usual and normal place of employment.

### **29. General Conditions**

An employee 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 employee 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.
- (ii) In the case of an employee or employees 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) Where an employee lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award.
- (ii) Where individual meals only are provided, the employee may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award.
- (iii) No deductions shall be made from the salary of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

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

#### **A Maternity Leave**

- (i) Eligibility for Paid Maternity Leave

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 government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service 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 an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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 to Paid Maternity Leave

An eligible 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.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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 70 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.

(xi) Miscarriages

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

## **B Adoption Leave**

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also 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) 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.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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:
- (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) 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.

**D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
  - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's 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.
  - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### **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 Determination under the Health Services Act 1997.
- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or



the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) 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.

### **32A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

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

Employees shall be entitled to the provisions of Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service, as amended from time to time.

### **34. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.

- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

**A. FACS Leave**

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement

- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day

for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## **B. Personal/Carer's Leave**

- (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the employee being responsible for the care and support of the person concerned; and

(2) the person concerned being as defined in subclause (i) of Part B of this clause.

- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.

- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

- (iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's

agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (b) long service leave; or
  - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
  - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
  - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
  - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

## **C Entitlements for Casual Employees**

- (i) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **34A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

#### **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 Crown Employees (Public Service Conditions of Employment) Award.

(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 Union 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 the Secretary, who will discuss the matter with the Union 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 in the Crown Employees (Public Service Conditions of Employment) Award less \$5.

This \$5 shall be reviewed annually by the employer.

- (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) The 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) The 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 the 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 higher duties allowances shall apply in such circumstances.

### **37. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit 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.

- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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 sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) The 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. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause 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 together with any salary packaging arrangements under Clause 37. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries of this award to the same extent as applied before the employee sacrificed that amount of 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.

**40. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**41. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Hospital Scientists (State) Award published 14 August 2015 (377 I.G. 1612) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.

**PART B****Table 1 - Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2016 \$
1	7	On call - per 24 hours or any part thereof	\$11.60
2	10	Meal Allowance for overtime	
		(a) Breakfast at or before 6.00 a.m.	\$28.80
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.	\$28.80
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	\$28.80
3	20(iii)(iv)	Uniform and Laundry Allowance	
		- Uniform	\$2.40
		- Laundry	\$2.50
4	21(i)(ii)	Allowance (per week) for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc (see clause 21(i))	\$3.50
		Allowance (per week) for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 21(ii))	\$7.00

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

## LOCAL GOVERNMENT (STATE) AWARD 2014

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 2016/00123849)

Before The Honourable Justice Walton, President

1 July 2016

### VARIATION

1. Delete Clause 14, Superannuation Fund Contributions, of the award published 22 August 2014 (376 I.G. 817), and insert in lieu thereof the following:

#### 14. Superannuation and Related Arrangements

- (i) Superannuation Fund Contributions
  - a) Subject to the provisions of the Industrial Relations Act 1996 (NSW), the employer shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.
- (ii) Salary Sacrifice Arrangements specific to Superannuation
  - a) For the purposes of this sub-clause:
    - i. "Eligible employee" means an employee with at least ten (10) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (NSW).
    - ii. "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the Long Service Leave Act 1955 (NSW).
    - iii. "LSL" means Long Service Leave.
    - iv. "LSL Act" means the Long Service Leave Act 1955 (NSW).
    - v. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the Superannuation Guarantee (Administration) Act 1992 (Cth).
    - vi. "Superannuation Fund" means the Local Government Superannuation Scheme.
  - b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.
  - c) Any Excess LSL cashed out in accordance with clause shall be paid to the employee at the employee's ordinary pay.

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

- d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.
  - e) Notwithstanding clause 13(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.
2. This variation shall take effect on and from 1 July 2016.

M. J. WALTON J , *President*

---

Printed by the authority of the Industrial Registrar.

(308)

**SERIAL C8589****LOCAL GOVERNMENT (STATE) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 2016/00204736)

Before Commissioner Newall

27 July 2016

**VARIATION**

1. Delete "14.65" wherever appearing against item Clause 15(xiv) Meal Allowance, in Table 2 of Part B, Monetary Rates of the award published 22 August 2014 (376 I.G. 817), and insert in lieu thereof "14.98".
2. Delete the table Clause 30E (xvi) - Traineeship Wage Rates of Part B, Monetary Rates, and insert in lieu thereof the following:

**Clause 30E (xvi) - Traineeship Wage Rates**

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years	396.50	461.40	537.00
Plus 3 years	461.40	537.00	614.80
Plus 4 years	537.00	614.80	
Plus 5 years or more	614.80		

3. This variation shall take effect from the first full pay period on or after 27 July 2016.

P. J. NEWALL, Commissioner

---

Printed by the authority of the Industrial Registrar.

(1915)

SERIAL C8548

**LOCAL LAND SERVICES AWARD 2013**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(Case No. 2016/00116823)

Before Commissioner Murphy

21 June 2016

**VARIATION**

1. Delete the following sentence:

"The Award remains in force until varied or rescinded, the period for which it was made having already expired."

appearing in subclause 4.4 of clause 4, Area, Incidence and Duration, of the Award published 27 November 2015 (378 I.G. 3).

2. Delete Table 1 - Salary Pay Points of Schedule A and insert in lieu thereof the following:

**Table 1 - Salary Pay Points**

Pay Point	Effective 1 July 2015	Effective from first full pay after 1 July 2016	Grade
	\$	2.5% \$	
1	43,723	44,816	1.1
2	44,478	45,590	1.2
3	45,948	47,097	1.3
4	48,913	50,136	1.4
5	51,876	53,173	2.1
6	54,213	55,568	2.2
7	56,243	57,649	2.3
8	58,687	60,154	3.1
9	60,411	61,921	3.2
10	62,097	63,649	3.3
11	63,801	65,396	3.4
12	65,608	67,248	4.1
13	67,586	69,276	4.2
14	69,696	71,438	4.3
15	71,839	73,635	4.4
16	75,671	77,563	5.1
17	77,448	79,384	5.2
18	78,598	80,563	5.3
19	79,891	81,888	5.4
20	83,022	85,098	5.5
21	85,455	87,591	5.6
22	88,015	90,215	6.1
23	90,646	92,912	6.2
24	93,048	95,374	6.3
25	94,211	96,566	6.4
26	97,426	99,862	6.5

27	100,330	102,838	7.1
28	103,151	105,730	7.2
29	107,362	110,046	7.3
30	110,560	113,324	7.4
31	112,713	115,531	7.5
32	116,042	118,943	8.1
33	120,961	123,985	8.2
34	123,652	126,743	8.3
35	128,538	131,751	8.4
36	134,202	137,557	8.5

3. Delete Schedule B and insert in lieu thereof the following:

### SCHEDULE B - ALLOWANCES AND EXPENSES

**Table 1 - Work Related Allowances**

Item No	Clause No	Allowance	Effective from first full pay after 1 July 2016 (ie 3 July 2016) 2.5% \$
1	33.1	On-call allowance	0.94 per hour
2	42.3	Flying allowance	20.17 per hour

**Table 2 - Meal, Travel and Other Expense Related Allowances**

Item No	Clause No	Description	Rates Effective from 1 July 2016 \$
1	37.8.1 (a)	Meal Expenses - where Employer elects to pay the accommodation provider	ATO rates 2016-2017
	37.8.1 (a)	Capital cities and high cost country centres (see list in item 2)	ATO rates 2016-2017
		Breakfast	
		Dinner	
		Lunch	
	37.8.1 (a)	Tier 2 and other country centres (see list in item 2)	
		Breakfast	
		Dinner	
		Lunch	
	37.8.1 (b)	Incidental expenses - where Employer pays the accommodation provider	
2	37.8.2	Travelling allowances (Accommodation and Meal Allowances - where Employer elects not to pay the accommodation provider)	ATO rates 2016-2017
		Capital cities	Per day
		Adelaide	
		Brisbane	
		Canberra	



		Darwin	
		Hobart	
		Melbourne	
		Perth	
		Sydney	
			ATO rates 2016-2017
37.8.2		High cost country centres	Per day
		Albany (WA)	
		Alice Springs (NT)	
		Bordertown (SA)	
		Bourke (NSW)	
		Bright (VIC)	
		Broome (WA)	
		Bunbury (WA)	
		Burnie (TAS)	
		Cairns (QLD)	
		Carnarvon (WA)	
		Castlemaine (VIC)	
		Chinchilla (QLD)	
		Christmas Island (WA)	
		Cocos (Keeling) Islands (WA)	
		Colac (VIC)	
		Dalby (QLD)	
		Dampier (WA)	
		Derby (WA)	
		Devonport (TAS)	
		Emerald (QLD)	
		Esperance (WA)	
		Exmouth (WA)	
		Geraldton (WA)	
		Gladstone (QLD)	
		Gold Coast (QLD)	
		Gosford (NSW)	
		Halls Creek (WA)	
		Hervey Bay (QLD)	
		Horn Island (QLD)	
		Jabiru (NT)	
		Kalgoorlie (WA)	
		Karratha (WA)	
		Katherine (NT)	
		Kingaroy (QLD)	
		Kununurra (WA)	
		Mackay (QLD)	
		Maitland (NSW)	
		Mount Isa (QLD)	
		Mudgee (NSW)	
		Newcastle (NSW)	
		Newman (WA)	
		Norfolk Island	
		Northam (WA)	
		Orange (NSW)	
		Port Hedland (WA)	
		Port Lincoln (SA)	
		Port Macquarie (NSW)	
		Port Pirie (SA)	
		Queanbeyan (NSW)	

		Roma (QLD)	
		Thursday Island (QLD)	
		Wagga Wagga (NSW)	
		Weipa (QLD)	
		Whyalla (SA)	
		Wilpena-Pound (SA)	
		Wollongong (NSW)	
		Wonthaggi (VIC)	
		Yulara (NT)	
			ATO rates 2016-2017
37.8.2		Tier 2 country centres	Per day
		Albury (NSW)	
		Ararat (VIC)	
		Armidale (NSW)	
		Ayr (QLD)	
		Bairnsdale (VIC)	
		Ballarat (VIC)	
		Bathurst (NSW)	
		Bega (NSW)	
		Benalla (VIC)	
		Bendigo (VIC)	
		Broken Hill (NSW)	
		Bundaberg (QLD)	
		Ceduna (SA)	
		Charters Towers (QLD)	
		Coffs Harbour (NSW)	
		Cooma (NSW)	
		Dubbo (NSW)	
		Echuca (VIC)	
		Geelong (VIC)	
		Goulburn (NSW)	
		Griffith (NSW)	
		Gunnedah (NSW)	
		Hamilton (VIC)	
		Horsham (VIC)	
		Innisfail (QLD)	
		Kadina (SA)	
		Launceston (TAS)	
		Lismore (NSW)	
		Mildura (VIC)	
		Mount Gambier (SA)	
		Muswellbrook (NSW)	
		Naracoorte (SA)	
		Nowra (NSW)	
		Port Augusta (SA)	
		Portland (VIC)	
		Queenstown (TAS)	
		Renmark (SA)	
		Rockhampton (QLD)	
		Sale (VIC)	
		Seymour (VIC)	
		Shepparton (VIC)	
		Swan Hill (VIC)	
		Tamworth (NSW)	
		Tennant Creek (NT)	
		Toowoomba (QLD)	

		Townsville (QLD)	
		Tumut (NSW)	
		Wangaratta (VIC)	
		Warrnambool (VIC)	
	37.8.2	Other country centres	ATO rates 2016-2017
	37.8.1 (b) 37.8.2 (b)	Incidental expenses when claiming actual expenses - all locations	ATO rates 2016-2017
3	37.8.1 (c)	Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel	Actual Expenses
4	37.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	42.1.5	Camping allowance	Per night
		Established camp	
		Non established camp	
		Additional allowance for employees who camp in excess of 40 nights per year	
6	42.1.4 & 42.1.5	Camping equipment allowance	Per night
		Camping equipment allowance	
		Bedding and sleeping bag	
7	39	Use of private motor vehicle	Cents per kilometre
	39.3.2	Official business	
	39.3.1	Casual rate (40% of official business rate)	
		Motor cycle allowance (50% of the 1600cc or less official business rate)	
	39.7	Towing trailer or horse float (13% of the official business rate)	
8	41	Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	
	41.2.2	- Grade B	
	41.2.3	- Grade C	
		Without dependants	
	41.2.1	- Grade A	
	41.2.2	- Grade B	
	41.2.3	- Grade C	
9	42.2.4	Home Office Allowance	
10	35	Overtime meal allowances	Per Occasion
		Breakfast	ATO rates 2016-2017
		Lunch	ATO rates 2016-2017
		Dinner	ATO rates 2016-2017
		Supper	ATO rates 2016-2017

11	42.4	Horse Allowance	\$10.65 per week
12	42.5	Dog Allowance	\$5.51 per week

## Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

The Meal and Travel Allowances listed in Items 1, 2, and 10 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on the annual Australian Taxation Office Determination which sets out the reasonable allowance amounts for the respective financial year. .

The Expense Related Allowances listed in Items 5, 6, 7, 8, 9, 11 and 12 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award and as published in the relevant NSW Treasury circular. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

4. This variation shall take effect from the first full pay period on or after 1 July 2016.

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No.2016/00198888)

Before Commissioner Murphy

7 July 2016

### AWARD

#### PART A

#### 1. Arrangement

##### PART A

Clause No.	Subject Matter
1	Arrangement
2	Definitions
3	Classification of Health Professionals
4	Qualifications
5	Salaries
6	Sole Practitioner Allowance
7	Conditions of Service
8	Dispute Resolution
9	Anti-Discrimination
10	Expanded Scope of Practice
11	No Extra Claims
12	Translation Arrangements
13	Personal Regrading
14	Area, Incidence and Duration

##### SCHEDULE A - HEALTH PROFESSIONAL CLASSIFICATIONS

##### SCHEDULE B - CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS

##### SCHEDULE C - QUALIFICATION REQUIREMENTS

##### PART B - MONETARY RATES

Table 1	Salary Rates
Table 2	Sole Practitioner Allowance

#### 2. Definitions

- 2.1. "Complex" professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

- 2.2. "Critical" professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.
- 2.3. "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales, and includes a delegate of the Secretary.
- 2.4. "Heads of Departments" are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within a Local Health District.
- 2.5. "Health professional" for the purposes of this award includes employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:
- provision of direct clinical and/or professional services to patients
  - planning, co-ordination or evaluation of the delivery of clinical or professional services
  - provision of professional supervision or consultation to other health professionals
  - provision of professional education services to other health professionals
  - management of clinical or professional services providing direct services to patients.
- Health professional classifications covered by this Award are listed at Schedule A.
- 2.6. "Novel" professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.
- 2.7. "NSW Health Service" consists of those persons who are employed under Chapter 9, Part 1 of the Health Services Act 1997 by the Government of NSW in the service of the Crown.
- 2.8. "Professional judgement" involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.
- 2.9. "Professional knowledge" includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.
- 2.10. "Professional supervision" refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:
- setting guidelines for the work of the health professional
  - suggesting approaches to the conduct of professional work
  - solving technical problems raised by subordinate health professionals
  - reviewing and sometimes checking the work of other health professionals.
- 2.11. "Union" means the Health Services Union NSW.

### **3. Classification of Health Professionals**

- 3.1. Health professional positions will be classified according to the criteria set out at Schedule B of this Award.

### **4. Qualifications**

- 4.1. The minimum qualification requirements for each health professional classification are set out at Schedule C of this Award.

### **5. Salaries**

- 5.1. Full time employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates of this Award.
- 5.2. Minimum commencing salaries at Level 1 are as follows:
- 5.2.1. employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full time study shall commence on the Level 1, Year 1 salary
  - 5.2.2. employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full time study shall commence on the Level 1, Year 2 salary.
  - 5.2.3. employees who have completed an undergraduate degree and a Masters degree, or other approved equivalent qualifications requiring more than four years of combined full time study shall commence on the Level 1, Year 3 salary.
- 5.3. Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

### **6. Sole Practitioner Allowance**

- 6.1. The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants: are the only practitioner of their discipline at the site; and are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.
- 6.2. The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of Part B - Monetary Rates of this Award.

### **7. Conditions of Service**

- 7.1. 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, excepting for those professions identified in clause 7.2.
- 7.2. The Health Employees' Conditions of Employment (State) Award, as varied from time to time, shall apply to Diversional Therapists, and Orthotists/Prosthetists covered by this Award.
- 7.3. The Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

### **8. Dispute Resolution**

- 8.1. The dispute resolution procedures contained in the awards identified in Clause 7 Conditions of Service shall apply.

## **9. Anti-Discrimination**

- 9.1. It is the intention of the parties bound by this award to seek to achieve the object of 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.
- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3. 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.
- 9.4. Nothing in this clause is to be taken to affect:
- 9.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation;
- 9.4.2. offering or providing junior rates of pay to persons under 21 years of age;
- 9.4.3. any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the Anti-Discrimination Act 1977;
- 9.4.4. a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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".

## **10. Expanded Scope of Practice**

- 10.1. Should a profession within the coverage of this Award incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

## **11. No Extra Claims**

- 11.1. Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

## **12. Translation Arrangements**



- 12.1. The translation to the new structure for health professionals covered by this award will be undertaken utilising the following basic principles.
  - 12.1.1 Anniversary/incremental date of employees will be retained.
  - 12.1.2 Relevant years of service will be counted toward placement on the new salary scale.
  - 12.1.3 Employees will be placed into a position in the new structure that is most reflective of their current duties and responsibilities.
  - 12.1.4 Any disputes that cannot be resolved at a Local Health District level should be referred to the Employer and Union for consideration at a peak level committee, which will subsequently make a recommendation to the Local Health District.
  - 12.1.5 Nothing contained in this award shall operate to reduce the wages or conditions of employment available to any employee at the time of the award coming into effect.

### **13. Personal Regrading**

- 13.1. Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.
- 13.2. An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.
- 13.3. Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline eg Area Advisor.
- 13.4. The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.
- 13.5. Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.
- 13.6. The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.
- 13.7. If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.
- 13.8. If the health professional wishes to pursue their application, the matter will be referred to a peak level (state-wide) Health Professional Regrading Committee, to be established in consultation between the employer and Union. Such a Committee will meet on a regular or needs basis to consider any such personal regrading applications from across the state and subsequently make recommendations to the relevant approved delegate of the employer.
- 13.9. Any disputes that arise regarding personal regrading applications may be dealt with under the dispute resolution provisions of this Award.
- 13.10. Personal gradings will not automatically transfer with a health professional should they be successful in gaining employment in another position within NSW Health. The transferability of a personal grading must be raised by the health professional as part of the selection process and addressed by the selection

panel with the panel making a specific recommendation on transferability. The employer, or approved delegate, will determine whether or not the personal grading will transfer.

#### **14. Area, Incidence and Duration**

- 14.1. This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- 14.2. This Award rescinds and replaces the NSW Health Service Health Professionals (State) Award published 14 August 2015 (377 I.G. 1651).
- 14.3. This Award applies to persons employed in health professional classifications as defined in the NSW Health Service under s115(1) of the Health Services Act 1997, excluding the County of Yancowinna.

### **SCHEDULE A**

#### **HEALTH PROFESSIONAL CLASSIFICATIONS**

Audiologist  
Art Therapist  
Counsellor  
Dietitian  
Diversional Therapist  
Exercise Physiologist  
Genetic Counsellor  
Music Therapist  
Occupational Therapist  
Orthoptist  
Orthotist/Prosthetist  
Physiotherapist  
Play Therapist  
Podiatrist  
Sexual Assault Worker  
Social Worker  
Speech Pathologist  
Welfare Officer

Provided that additional classifications that the Union has constitutional coverage for may be added to this list as agreed between the Union and the Employer.

### **SCHEDULE B**

#### **CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS**

**Level 1**

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in Clause 5 Salaries.

**Level 2**

Progression to Level 2 from Level 1 is automatic following completion of 12 months satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

**Sole Practitioner Allowance**

The sole practitioner allowance is only payable in the circumstances prescribed in Clause 6 Sole Practitioner Allowance.

**Levels 3 and 4**

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and

circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

#### **Senior Clinician**

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 13 - Personal Regrading.

#### **Senior Clinician Level 3**

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

#### **Senior Clinician Level 4**

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area,

geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

#### **Deputy Department Head**

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.

Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Unit Head or Team Leader**

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Up to 5 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 3

More than 5 - 10 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Department Head (Level 4)**

Where the department contains up to 5 full time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Student Educator - (Level 4)**

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

### **Levels 5 and 6**

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

#### **Department Head**

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Deputy Department Head**

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Unit Head or Team Leader**

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical

network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Health Professional Educator (Level 5)**

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

#### **Clinical Specialist (Level 6)**

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

has extensive experience in their field of expertise; and

is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

clinically relevant post graduate qualifications; or

have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or

a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

#### **Level 7**

Positions at Level 7 are managers, leaders or deputy managers of large units, teams or departments.

The work requires considerable co-ordination and the position is responsible for human, physical and financial resources. The position contributes directly to the development of policy for the work area and must have a sound understanding of the broader policy and strategic context.

Programs, strategies and priorities are generally decided at a higher management level but positions at this level have the authority to decide how to achieve results within the limits of available resources.

Decisions at this level have direct consequences on the achievement of results for the area for which the position is responsible.

Level 7 positions may maintain a clinical load or may be required to provide an expert speciality consultancy role in their area of expertise.

The size and complexity of the areas managed and the consequent impact on the nature of the work and are reflected in the different grading of positions as follows:

### **Deputy Department Head**

Deputy to a Department Head at Level 7, Grade 3, as well as maintaining a clinical load - Level 7, Grade 1.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Unit Head or Team Leader**

A unit head or team leader is responsible for the professional leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff.

More than 30 - 45 other full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 1

More than 45 - 60 full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 2

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or technical and other support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Department Head**

Where the department contains more than 25 - 40 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 1

Where the department contains more than 40 - 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 2

Where the department contains more than 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 3

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other support staff within a department. This does not preclude the employer



from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Level 8 - Discipline Specific Director/Advisor**

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within a Local Health District(s), a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Local Health District(s). They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:

- has professional responsibility with regard to strategic workforce and service development and professional practice across a Local Health District(s), a geographic region, zone or clinical network

- provides professional co-ordination and leadership across a Local Health District(s), a geographic region, zone or clinical network to department heads

- acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Allied Health Director/Advisor

- may have a dual role of department head

- may be required to provide an expert speciality consultancy role in their area of expertise

- may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Local Health District(s), geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

- Where the area of responsibility includes up to 25 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1

- Where the area of responsibility includes more than 25 - 55 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2

- Where the area of responsibility includes more than 55 - 100 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 3

Where the area of responsibility includes more than 100 other full time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full time equivalent health professionals or technical and other support staff within the area of responsibility. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

## **SCHEDULE C**

### **QUALIFICATION REQUIREMENTS**

#### **Audiologist**

Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

#### **Art Therapist**

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

#### **Counsellor**

Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the employer.

#### **Dietitian**

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

#### **Diversional Therapist**

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

#### **Exercise Physiologist**

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the employer.

#### **Genetics Counsellor**

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

#### **Music Therapist**

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

**Occupational Therapist**

Must hold qualifications recognised for registration with the Occupational Therapy Board of Australia.

From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.

**Orthoptist**

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

**Orthotist/Prosthetist**

Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

**Physiotherapist**

Must hold qualifications recognised for registration with the Physiotherapy Board of Australia.

Must hold general registration with the Physiotherapy Board of Australia

**Play Therapist**

Must hold a bachelor of early childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.

**Podiatrist**

Must hold qualifications recognised for registration with the Podiatry Board of Australia

Must hold general registration with the Podiatry Board of Australia

**Sexual Assault Worker**

Must hold as a minimum a bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

**Social Worker**

Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

**Speech Pathologist**

Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

**Welfare Officer**

Must hold a minimum of a bachelor degree in a relevant field eg community welfare, or other qualification deemed equivalent by the employer.

**PART B - MONETARY RATES**

**Table 1 - Salaries**

LEVEL	YEAR OR GRADE	Rate at 1.7.2016 2.5% \$
<b>Audiologist</b>		
Level 1	Year 1	59,681
	Year 2	61,928
	Year 3	65,744
	Year 4	70,261
Level 2	Year 1	75,109
	Year 2	79,874
	Year 3	83,761
	Year 4	86,465
Level 3	Year 1	93,000
	Year 2	96,113
Level 4	Year 1	100,918
	Year 2	103,440
Level 5	Year 1	108,614
	Year 2	111,330
Level 6	Year 1	116,848
	Year 2	119,818
Level 7	Grade 1	125,808
	Grade 2	132,099
	Grade 3	138,702
Level 8	Grade 1	132,099
	Grade 2	138,702
	Grade 3	145,639
	Grade 4	152,920

**Table 2 - Sole Practitioner Allowance**

Sole Practitioner Allowance	Rate from 1.7.2016 \$
Per annum	6535.00

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(018)

SERIAL C8551

**NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No.2016/00177923)

Before Commissioner Murphy

28 June 2016

**AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
20.	Anti Discrimination
22.	Area, Incidence and Duration
7.	Classification of Positions
2.	Definitions
18.	Disputes
3.	General Conditions of Employment
19.	Grading Committee
9A.	Higher Grade Duty
4.	Hours of Work and Free Time of Employees
1.	No Extra Claims
12.	Overtime
13.	Payment and Particulars of Salaries
10.	Penalty Rates for Shift Work and Weekend Work
15.	Permanent part-time and Casual Employees
5A.	Pilot Roster Projects
6.	Reasonable Workloads
16.	Recreation Leave
14.	Registration or Enrolment Pending
5.	Rosters
8.	Salaries
21.	Salary Sacrifice to Superannuation
17.	Senior Nurse Management Structure
9.	Special Allowances
11.	Uniforms

Schedule 1 - Nurse Manager and Administrative Support Positions, Large Residential Centres

PART B

MONETARY RATES

Table 1	Salaries
Table 2	Other Rates and Allowances

## PART A

### 1. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

### 2. Definitions

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

"AHPRA" means Australian Health Practitioner Regulation Agency.

"Association" means the New South Wales Nurses' Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Community Residential Centre" (CRC) means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres.

"Community Support Services (CSS)" means any non residential direct care service to clients including community based activity training centres, community support teams and specialist outreach services.

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

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Employee" means, for the purposes of this award, a person who is appointed to a position in a classification listed in Clause 7, Classification of Positions, and who is employed with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, including an "officer" as defined in the Government Sector Employment Act 2013.

"Experience", in relation to a trainee enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, a residential care assistant or a residential support worker, includes experience as such student nurse, residential care assistant or residential support worker.

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro Residences incorporating the Westmead, Rydalmere and Norton Road Residences;

Hunter Residences incorporating the Stockton, Casuarina Grove, Kanangra and Tomaree Residences;

Riverside Residence; and

Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

"Nurse" means an employee engaged in the industry of nursing in a classification covered by this Award.

"Resident Clients" means the annual average number of clients in permanent accommodation and clients occupying respite accommodation for the year ending 30 June each year.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse or as a residential care worker prior to 19 April 1999.

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

"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.

### **3. General Conditions of Employment**

Except as otherwise provided in this award employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, that is the conditions of employment covering officers employed in organisations listed in Part 1 of Schedule 1 to the Government Sector Employment Act 2013 and the Government Sector Employment Regulation 2014 and as contained from time to time in the Public Service Personnel Handbook and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:

- (a) Unpaid parental leave in accordance with Clause 12(iv) (d);
- (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
- (c) Bereavement entitlement in accordance with Clause 12 (vi).

This entitlement is also set out at Clause 15 Part II of this Award.

### **4. Hours of Work and Free Time of Employees**

- (i) The ordinary hours of work for day workers, exclusive of unpaid 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 AM and before 10.00 AM.
- (ii) The ordinary hours of work for shift workers, exclusive of unpaid meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
  - (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 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that; employees who work eight hour shifts are entitled to 12 additional days off duty per annum, employees working ten hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum and will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work, shifts of less than eight hours each over 20 days in each cycle of 28 days.
- (iv) Each shift shall consist of no more than a total span of 12 hours with not less than eight hours break between each shift. Provided that an employee shall not work more than seven consecutive shifts unless the employee so requests, and local nursing management agrees, but in no case shall an employee be permitted to work more than ten consecutive shifts. Provided also that in any such span of seven consecutive shifts an employee shall not be rostered for more than two quick shifts, i.e. an evening shift followed by a morning shift where the break between ordinary shifts is less than ten hours.
- (v) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the local management having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty 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)
  - (a) Where an employee and her/his local management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of five. This limit on accumulation means that any employee who has already accumulated five ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
  - (b) Subject to service requirements management must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee, must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous, i.e. broken shifts shall not be worked.
- (ix) One 20 minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time.
- (x)
  - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than eight consecutive weeks, unless the employee so agrees.
  - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless the employee requests to be employed on night duty and the local management consents.
  - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end of semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
  - (d) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training.



- (xi) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xii)
  - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive, unless an employee requests otherwise.
  - (b) Where days off are preceded by a night shift an employee may be rostered to return on a morning shift by agreement between the employee and the employer.
  - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday, with the exception of subparagraph (b).
- (xiii) All rostered time off duty occupied by a trainee enrolled nurse or assistant in nursing in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

## **5. Rosters**

- (i) The ordinary hours of work for each employee, other than the Principal and Nurse Manager Accommodation and Nursing Services, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency, provided that, where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 5, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

### **5A. Pilot Roster Projects**

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts may be implemented on the following basis:
  - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
  - (b) The terms shall include
    1. the duration of the project; and the conditions of the project; and
    2. the award provisions required to be overridden in order to implement the project; and

3. review mechanisms to assess the effectiveness of the project.
  - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
  - (d) Any purported Roster Project Pilot which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

## 6. Reasonable Workloads

(i) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment will take into account measured demand by way of clinical assessment, including dependency skill mix and geographical and other local requirements/resources;
- (b) the work performed by the nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the nurse's classification description and at a professional standard so that the care provided or about to be provided to a client shall be adequate, appropriate and not adversely affect the rights, health or safety of the client or nurse;
- (d) the workload expected of an nurse will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) a nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
- (f) a nurse shall not be required to work an unreasonable amount of overtime; and
- (g) a nurse's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

(ii) Skill Mix

- (a) The staffing mix at an individual unit level will be determined by an assessment of client's needs and the availability of support staff. This will involve a consolidated review of all existing client assessments and plans, including:
  1. the clients individual support plan;
  2. health assessments, health care plans or healthy lifestyle plans;
  3. nutrition and or swallowing assessments and any associated plans; and
  4. client risk behaviours, assessments and any associated management plans.

The above assessments may have been developed by a range of health and allied health professionals, in conjunction with registered nurses.

- (b) The review will identify the specific client needs on the unit that require the specialised input or supervision of a registered or enrolled nurse. It will also identify what client care and support tasks can be undertaken by an Assistant in Nursing. This will be the basis on which the staff mix for an individual unit will be determined and it will be translated into the unit roster.
  - (c) The process will be documented by:
    - 1. listing the client assessments and plans considered in developing the staffing profile for the unit;
    - 2. identifying in writing the specialist input or supervision requirements for clients in the unit;
    - 3. identifying in writing the client care and support tasks that will be undertaken by an Assistant in Nursing; and
    - 4. completing on a standard roster template the shifts to be filled by an Assistant in Nursing, Enrolled Nurse and Registered Nurse.
  - (d) The recommendation on unit staffing will be forwarded to the facility Reasonable Workload Committee for endorsement.
- (iii) Role of reasonable workload committees
- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, skill mix, training, and planning for devolution to community based services as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
  - (b) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (iv) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a Large Residential Service or the employer, a reasonable workload committee shall be established for the relevant service. Such requests shall be made to the Chief Executive Officer of the facility or the Regional Manager Accommodation and Respite as appropriate.
  - (b) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the facility. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
  - (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
  - (d) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to

ensure that any additional time and information imposts arising from the operations of the committee are minimised.

- (e) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.
- (v) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 18 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
  - (b) A grievance in relation to such matter shall first be raised at the unit level with the Nursing Unit Manager responsible (or the appropriate manager).
  - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager or Principal Nurse Manager depending on the nursing executive structure of the facility in which the grievance has arisen.
  - (d) If the matter remains unresolved, it should be referred to the appropriate facility reasonable workload committee for consideration and recommendation to management.
  - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 18 - Disputes in this Award.

## **7. Classification of Positions**

All employees to whom this award applies shall be appointed to a position which is classified in accordance with the following definitions:

"Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing duties, and includes for salary purposes a person currently undertaking an education program leading to registration by the Board.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Department 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 she/he is appointed, or such other qualifications or experience deemed appropriate by the Department.

"Clinical Nurse Educator" means a registered nurse who is required to implement and evaluate educational programs at the unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in a unit/units and/or in complex health care CRC's .

A nurse will achieve Clinical Nurse Educator status by being required by the Centre to provide the educational programs detailed above. A Clinical Nurse Educator will be required to possess, or obtain within a specified period, a Certificate IV Workplace Assessor qualification.

"Clinical Nurse Specialist" means a registered nurse with relevant post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field, and who satisfies the criteria determined by local management.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsed" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Nurse, Learning and Development Officer" means a registered nurse who has relevant experience and who is appointed to such a position who is responsible for the development, implementation and delivery of nursing and other Departmental education programs. Education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses' courses and, where applicable, general staff learning and development courses. A Nurse Learning and Development Officer will be required to possess, or obtain within 12 months of appointment, a Certificate IV Workplace Assessor qualification.

A Learning and Development Officer who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole Learning and Development Officer in a facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse, Learning and Development Officer shall be on completion of 12 months satisfactory service. Progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse Manager" means an employee who is allocated to a nurse manager grade in accordance with Schedule 1 of this part.

"Nurse Manager Accommodation and Nursing Services" means a registered nurse who has responsibility for the provision of supported accommodation, respite and associated support services in a residential centre. The Nurse Manager Accommodation and Nursing Services is responsible for the delivery of efficient and effective nursing services to achieve the aims of the Centre.

"Nurse Manager Learning and Development Unit" means a registered nurse who has responsibility for the coordination of Learning and Development services to Residences and on a regional basis and in conjunction with the Central Learning and Development Branch.

"Nurse Manager Resource Support Unit" means an employee who is responsible for the efficient and effective allocation of nursing resources on a daily basis.

"Nurse Systems Support Co-ordinator" means a registered nurse who is responsible for the monitoring, quality assurance and measurement systems for a Centre's services. The Nurse Systems Support Co-ordinator supports the Nursing Manager Accommodation and Nursing Services in designing, planning and reviewing the quality, efficiency and sufficiency of service systems in a Centre.

"Nurse Systems Support Officer" means a nurse who supports the Nurse Systems Support Co-ordinator by monitoring, analysing and reporting on service systems in a Centre.

"Principal Nurse Manager Accommodation and Nursing Services" means a registered nurse who is responsible for overseeing and coordinating the provision of supported accommodation, respite and associated support services at the Stockton Residences and Westmead/Rydalmere Residences.

"Residential Unit Nurse Manager" means a registered nurse in charge of a unit or group of units and shall include:

"Residential Unit Nurse Manager Level 1", whose responsibilities include:

- (a) Co-ordination of client services
  1. Liaison with all disciplines for the provision of services to meet client needs.
  2. The orchestration of services to meet client needs after discharge.
  3. Monitoring catering and transport services.

(b) Unit management

1. Implementation of Departmental policy:
2. Dissemination of information to all personnel.
3. Ensuring environmental safety.
4. Monitoring the use and maintenance of equipment.
5. Monitoring the supply and use of stock and supplies.
6. Monitoring cleaning services.

(c) Nursing staff management -

1. Direction, co-ordination and supervision of nursing activities.
2. Training, appraisal and counselling of nursing staff.
3. Rostering and/or allocation of nursing staff.
4. Development and/or implementation of new nursing practice according to client need.

"Residential Unit Nurse Manager Level 2", whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 1.

"Residential Unit Nurse Manager Level 3" whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 2.

"Registered Nurse" means a person registered by the Board as such.

"Trainee Enrolled Nurse" means a person who is being trained under a program leading to enrolment by the Board.

"Unit" means a defined client residential area within a Large Residence or a complex health needs Community Residential Centre.

## 8. Salaries

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

## 9. Special Allowances

- (i) A registered nurse who is designated to be in charge of a unit for the majority of a day, evening or night shift when the Residential Unit Nurse Manager is not rostered for duty shall be paid an allowance as set in Item 1, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per shift.
- (ii) A registered nurse (does not apply to persons above the level of Clinical Nurse Educator) who is designated in charge of a Residence of not more than 100 resident clients in the absence of a Residential Unit Nursing Manager (or a more senior nurse) shall be paid an allowance as set out in Item 1 of Table 2, per shift.
- (iii) A registered nurse who is designated to be in charge of a unit when the Residential Unit Nursing Manager is not rostered for duty, and who is designated to be in charge of a Residence of not more than 100 resident clients on the same shift shall be paid an allowance as set out in Item 3 of Table 2, per shift.

- (iv) A registered nurse designated as the Rover in charge at Norton Road or Riverside Centres after hours in the absence of a Residential Unit Nurse Manager (or a more senior nurse) shall be paid an allowance as set out in Item 2, of Table 2, per shift.
- (v) A registered nurse who is designated as the Rover in charge at Casuarina Grove or Kanangra Centres after hours when a Residential Unit Nurse Manager (or a more senior nurse) is not rostered for duty shall be paid an allowance as set out in Item 4 of Table 2, per shift.
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
- (vii) A nurse who is required to accompany residents/clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay.

#### **9A. Higher Grade Duty**

As consistent with Clause 7 Classification of positions an employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

#### **10. Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 PM:
  - (a) Afternoon shift commencing at or after 10.00 a.m. and before 1.00p.m. - 10%;
  - (b) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%;
  - (c) Nightshift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15%; and  
Nightshift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10%.
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:
  - (a) "Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.
  - (b) "Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.  
  
"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.
- (iv) Employees 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 the preceding subclause (iii) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 15, Permanent part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 16, Recreation Leave.

#### **11. Uniforms**

- (i) The Department shall pay an employee involved in direct care of a client allowances as follows:
- (a) In lieu of supplying shoes to an employee, the Department shall pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Allowances.
  - (b) In lieu of supplying stockings to a female employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
  - (c) In lieu of supplying socks to an employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
  - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (ii) The Department shall pay an employee involved in direct care of a client a laundry allowance as set out in Item 5 of the said Table 2. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (iii) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (iv) Each employee whose duties regularly require them to work out of doors shall be supplied with suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (v) The allowances prescribed by subclauses (i) and (ii) of this clause shall be paid to employees who are involved in direct care of a client. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.
- (vi) Provided that a limited number of employees transferred in 1991 under the provisions of Schedule 3 of the Health Administration Act are entitled to sufficient, suitable and serviceable uniforms including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price. In lieu of supplying a uniform to an employee, the Department may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (vii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

#### **12. Overtime**

- (i) Subject to subclause (iii) of this clause, all time worked by employees, other than the Principal Nurse Managers Accommodation and Nursing Services and the Nurse Managers Accommodation and Nursing Services, in excess of the rostered daily ordinary hours of work, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift.



Provided that, overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (ii)
  - (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall be paid for at the applicable overtime rates.
  - (b) Time worked up to the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
  - (c) All time worked by a permanent part-time employee in excess of the rostered daily ordinary hours prescribed for a full-time employee, or in excess of an average of 38 per week in each roster cycle, shall be paid for at overtime rates.
- (iii) An employee, other than the Principal Nurse Managers Accommodation and Nursing Services and Nurse Managers Accommodation and Nursing Services, recalled to work overtime after leaving the Department's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii), (iii) and (iv) of this clause, a nurse who works directed overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
  - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
  - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Employees cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Department is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that, the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 15, Permanent part-time and Casual Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the Department's premises, and who is required to work for more than four hours, shall be allowed 20 minutes for the partaking of a meal and further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
  - (a) The meals referred to in subclause (v) and (vi) of this clause, shall be allowed to the employee free of charge. Where the Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.

- (b) The value of payments for meals shall be varied in accordance with variations to Division 1 of the Public Sector Employment and Management Regulation 2009.
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees, shall apply.
- (ix) An employee who works so much overtime:
  - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift, that he or 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 off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift;shall, subject to this subclause, be released after completion of such overtime until he or 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 the Department such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double time until released from duty for such period and he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) Subject to sub-clause (xi) below an employee may be directed by the Department Head or delegate to work overtime.
- (xi) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xii) For the purposes of sub-clause (xii) above, 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, community obligations or study arrangements;
  - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
  - (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.

### **13. Payment and Particulars of Salaries**

- (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 any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (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 the Department 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 the Department making their deposits with such financial institutions, but in such cases, the Department 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 employee who has given or has been given the required notice of termination of employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies 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) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

1. If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
2. If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.

(a) Overpayment:

1. In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
2. One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
3. Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
4. The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
5. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

#### **14. Registration Or Enrolment Pending**

- (i) A trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for enrolment shall, upon enrolment, be paid as from the date of application for enrolment the salary to which she or he would have been entitled if enrolled.
- (ii) A nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a

registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

## 15. Permanent Part-Time and Casual Employees

### Part I - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed to work a specified number of hours each week which are less than those prescribed for a full-time employee. Provided that, the Department must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) Subject to subclause (iii) of this clause, employees engaged under Part 1 shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iii) Permanent part-time employees shall accrue recreation leave at the rate of four weeks per annum. Clause 16, Recreation Leave, shall not apply to permanent part-time employees (except for subclause (v) of the said clause 16).
- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay, provided that an employee who is required to and does work ordinary hours on a public holiday shall have one day or one half day, as appropriate, added to her/his period of recreation 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 otherwise be payable had the day not been a public holiday. In lieu of adding to recreation 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 four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) In this Part, ordinary pay, for the purposes of sick leave and recreation leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (vi) 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 - Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 8, Salaries, plus fifteen per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms.
- (iii) With respect to a casual employee, the provisions of clause 12, Overtime, and clause 16, Recreation Leave, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.

- (iv) For the entitlement to payment in respect of annual leave, see Annual Holidays Act 1944.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 16, Recreation Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (vi) Where a casual employee has been notified by the Department of a time to commence an engagement and that engagement is subsequently cancelled by the Department with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours.
- (viii) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
  - (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
    - 1. the employee or employee's spouse is pregnant; or
    - 2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (ix) Personal Carers entitlement for casual employees
  - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (x) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
  - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
  - (d) The casual employee shall, if required,
    - 1. (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
    - 2. establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (x) A family member for the purposes of (ix)(a) above is:
  - (a) a spouse of the staff member; or
  - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
  - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:
    - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
- (xi) Bereavement entitlements for casual employees
  - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

## 16. Recreation Leave

- (i) A full time shift worker shall accrue recreation leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.

A day worker shall accrue recreation leave at the rate of four weeks per annum.

- (ii)
  - (a) A full time shift worker who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary rate of pay, at the rate of one half time extra for the time

actually worked on such holiday. 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.

- (b) A day worker who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary rate of pay, an additional rate of time and a half resulting in a total payment of double time and a half for time so time so worked. 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. Provided that in lieu of the additional payment above the employee may elect to have an additional day added to their recreation leave and be paid at the rate of one half time extra for the time actually worked.
- (c) To leave prescribed by subclause (i) of this clause, there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them), which may occur during the qualifying period for recreation leave or during the period of recreation leave.
- (iii) For the purpose of this clause the following are to be public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, a full time shift worker is entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Department following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v)
  - (a) In addition to the leave prescribed by subclause (i) of this clause, a full time shift worker who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional payment as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for recreation leave purposes	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	one week's ordinary salary

- (b) In lieu of payment employees, entitled to an additional payment by virtue of this subclause, may elect to take leave equivalent to the value of their additional payment entitlement. The election 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.
- (vi) The ability to elect to take leave under (ii)(b) and (v)(b) of this clause is not available to employees with excess recreation leave.

**17. Senior Nurse Management Structure**

- (i) Each residence shall have a Nurse Manager Accommodation and Nursing Services in charge and such other support positions as agreed between the Department and the Association.
- (ii) The grading of Nurse Manager positions in each Residence will be determined in accordance with Schedule "1" of this Part.

- (iii) The grading of the Principal and Nurse Manager Accommodation and Nursing Services may be reviewed by the Department and the Association where there is a significant change in Resident Client numbers, and adjusted accordingly. Where the grading of such a position is altered to a lesser grade, and the affected position is substantively occupied, the incumbent of the position will retain the higher grading on a personal basis.

### **18. Disputes**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any work location, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time, it must be referred by the nurse(s) immediate supervisor to the Department's nominee, and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at facility or Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the Department may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the Industrial Relations Act 1996, to the Industrial Relations Commission of New South Wales, for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Department must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **19. Grading Committee**

A central Committee consisting of two representatives of the Department and two representatives of the Association shall be constituted to consider and make recommendations to the Department in relation to:

- (a) Any proposals to alter the grading of any existing or established new positions of Residential Unit Nursing Manager where agreement cannot be reached at the local level.
- (b) The grading of Nurse Manager positions which are affected by a change in Resident Client numbers.



- (c) The date of effect of any grading recommended.

Provided that:

1. An employee shall, whilst the grading or remuneration of his/her position is under consideration, be ineligible to be a member of the Committee;
2. the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
3. 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. the limitation of retrospectivity shall not apply to RUNM positions that are regraded as part of the transitional arrangements to the new award structure. This provision shall lapse effective 30 June 2005.

## **20. Anti Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (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 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. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, 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 may be up to one hundred (100) percent of the salary payable under clause 8 or one hundred (100) percent 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, payment for unused leave entitlements, weekly worker's 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 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 clause 8 of this 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 Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under the:
  - (a) Police Regulation (Superannuation) Act 1906;
  - (b) Superannuation Act 1916;
  - (c) State Authorities Superannuation Act 1987;
  - (d) State Authorities Non-contributory Superannuation Act 1987; or
  - (e) First State Superannuation Act 1992,the employee's Department 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 their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 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

Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **22. Area, Incidence and Duration**

- (i) This award applies to all employees as defined in clause 2, Definitions.
- (ii) This Award rescinds and replaces the Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2015 published 14 August 2015 (377 I.G. 1667) and all variations thereof.
- (ii) This award will take effect from the first full pay period to commence on or after 1 July 2016 and remain in force until 30 June 2017.

### **Schedule 1 of Part A**

#### **Nurse Manager and Administrative Support Positions, Large Residential Centres**

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 8

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 7

Stockton, Metro Residences

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 5

Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead.

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4

Tomaree and Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite.

Nurse Systems Support Coordinator (NSSC)

Level 4

Stockton, Rydalmere, Westmead

Level 3

Casuarina Grove, Kanangra

Level 2

Norton Road, Riverside

Level 1

Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

Nurse Systems Support Officer (NSSO)

Level 3

Stockton, Rydalmere, Westmead

Level 2

Casuarina Grove, Kanangra

Level 1

Norton Road, Riverside

Nurse Manager Learning and Development - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager Resource Support Unit - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager After Hours - Nurse Manager Grade 1

Westmead, Rydalmere and Stockton

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

**Table 1 - Salaries**

	1st full pay period to commence on or after 01.07.16 (2.5%) \$ per annum
Assistant in Nursing	
Under 18 years - 1st Year of Experience	34,853
Under 18 years - 2nd Year of Experience	36,425
Under 18 years - Thereafter	37,860
Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult	
Over 18 years - 1st Year of Experience	41,135
Over 18 years - 2nd Year of Experience	42,447
Over 18 years - 3rd Year of Experience	43,773
Over 18 years - 4th Year of Experience	45,129
Trainee Enrolled Nurse	
Under 18 years - 1st Year of Experience	34,906
Under 18 years - 2nd Year of Experience	36,444
Under 18 years - Thereafter	37,903
Trainee Enrolled Nurse	
Over 18 years - 1st Year of Experience	41,177
Over 18 years - 2nd Year of Experience	42,489
Over 18 years - 1st Year of Experience	43,822
Thereafter	45,193
Enrolled Nurse	
1st Year of Service	50,538
2nd Year of Service	51,645
3rd Year of Service	52,759
4th Year of Service	53,875
Thereafter	55,000

Enrolled Nurse - Medication Endorsement	
1st Year	53,194
2nd Year	54,339
3rd Year	55,491
4th Year	56,646
5th Year & Thereafter	57,808
Nurses undergoing pre-registration training other than as a student	48,198
Registered Nurse	
1st Year of Service	57,295
2nd Year of Service	60,425
3rd Year of Service	63,539
4th Year of Service	66,879
5th Year of Service	68,480
6th Year of Service	73,515
7th Year of Service	77,285
8th Year of Service	80,471
Clinical Nurse Consultant	
1st Year	100,666
2nd Year	102,969
Clinical Nurse Specialist *No further appointments to this classification after 30 June 2004	83,752
Clinical Nurse Educator	83,752
Nurse Learning and Development Officer	
1st Year	92,904
2nd Year	95,518
3rd Year	97,862
4th Year	102,970
Residential Unit Nurse Manager Level 1	100,943
Residential Unit Nurse Manager Level 2	105,735
Residential Unit Nurse Manager Level 3	108,576
Nurse Systems Support Officer	
Level 1	90,446
Level 2	96,188
Level 3 - 1st Year	100,666
Level 3 - 2nd Year	102,715
Nurse Systems Support Co-ordinator	
Level 1	96,188
Level 2 - 1st Year	100,666
Level 2 - 2nd Year	102,715
Level 3 - 1st Year	100,666
Level 3 - 2nd Year	102,715
Level 3 - 3rd Year	104,755
Level 3 - 4th Year	106,830
Level 4 - 1st Year	104,755

Level 4 - 2nd Year	106,830
Nurse Manager Learning and Development Unit	
1st Year	110,928
2nd Year	112,995
Nurse Manager Resource Support Unit	
1st Year	110,928
2nd Year	112,995
Nurse Manager	
Grade 1 - 1st Year	100,666
Grade 1 - 2nd Year	102,715
Grade 2 - 1st Year	104,755
Grade 2 - 2nd Year	106,830
Grade 3 - 1st Year	110,928
Grade 3 - 2nd Year	112,995
Grade 4 - 1st Year	117,100
Grade 4 - 2nd Year	119,152
Grade 5 - 1st Year	123,244
Grade 5 - 2nd Year	125,326
Grade 6 - 1st Year	129,431
Grade 6 - 2nd Year	131,342
Grade 7 - 1st Year	139,693
Grade 7 - 2nd Year	141,759
Grade 8 - 1st Year	149,962
Grade 8 - 2nd Year	152,015
Nurse Manager After Hours Westmead, Rydalmere and Stockton	
1st Year	100,666
2nd Year	102,715
Principal Nurse Manager Accommodation and Nursing Services	
1st Year	139,693
2nd Year	141,759
Nurse Manager Accommodation and Nursing Services Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite	
1st Year	117,100
2nd Year	119,152
Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere and Westmead	
1st Year	123,244
2nd Year	125,326

**Table Two - Other Rates and Allowances**

Item No.	Clause No.	Allowance (Wage Type)	1st Full Pay Period to commence on or after 01.07.16 (2.5%) \$ per shift
1	9(i) & (ii)	Registered Nurse in charge of Unit in absence of RUNM or in charge of Residence of not more than 100 resident clients	31.35
2	9(iv)	Registered Nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)	31.35
3	9 (iii)	Registered Nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients	47.11
4	9(v)	Registered Nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and Kanangra)	47.11
5	11(i)	Uniform Allowance	5.81
	11(iii)(a)	Shoe Allowance	1.79
	11(iii)(b)	Stocking Allowance	3.01
	11(iii)c	Sock Allowance	0.57
	11(iv)	Laundry Allowance	4.84

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

(018)

**SERIAL C8588**

**NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 2016/00210197)

Before Commissioner Tabbaa

21 July 2016

**VARIATION**

1. In Table 1 - Salaries of Part B, Monetary Rates, of the award published 29 July 2016, (380 I.G. 461), under "Trainee Enrolled Nurse", delete the second reference to "Over 18 years - 1st Year of Experience" and insert in lieu thereof "Over 18 years - 3rd Year of Experience".
2. In the said Table 1 - Salaries, at "Nurses undergoing pre-registration training other than as a student" delete the amount "48,198" and insert in lieu thereof "49,403".
3. In the said Table 1 - Salaries, under "Registered Nurse", at "5th Year of Service" delete the amount "68,480" and insert in lieu thereof "70,192".
4. This variation shall take effect on and from 1 July 2016.

I. TABBAA, Commissioner

---

Printed by the authority of the Industrial Registrar.



**OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No.2016/00198621)

Before Commissioner Murphy

7 July 2016

**AWARD****1. Title**

This Award shall be known as the Operational Ambulance Managers (State) Award ("the Award").

**2. Arrangement**

Clause No.	Subject Matter
------------	----------------

1	Title
2	Arrangement

**SECTION 1. GENERAL**

3	Object
4	Definitions
5	Classification Descriptions
6	Work Arrangements

**SECTION 2. EMPLOYMENT CONDITIONS**

7	Employees Duties
8	Vacancies & Promotion
9	Appointment of Officers
10	Roster Leave
11	Reasonable Hours
12	Public Holidays
13	Termination of Employment

**SECTION 3. SALARIES AND MONETARY ENTITLEMENTS**

14	Salaries
15	Payment and Particulars of Salaries
16	Climatic & Isolation Allowance
17	Travel Allowances
18	Relieving Other Members of Staff
19	Salary Sacrifice to Superannuation
20	Salary Packaging

**SECTION 4. LEAVE ENTITLEMENTS**

21	Annual Leave
22	Annual Leave Loading
23	Family & Community Leave & Personal Carers Leave
23A	Family Violence Leave

- 24 Maternity, Adoption & Parental Leave
- 24A Lactation Breaks
- 25 Study Leave
- 26 Trade Union Leave
- 27 Long Service Leave
- 28 Sick Leave

#### SECTION 5. MISCELLANEOUS

- 29 Uniforms
- 30 Redundancy - Managing Excess Staff
- 31 Union Subscriptions
- 32 Accommodation

#### SECTION 6. AWARD PARAMETERS

- 33 Issues Resolution
- 34 Anti-Discrimination
- 35 Benefits Not To Be Withdrawn
- 36 No Extra Claims
- 37 Area Incidence & Duration

#### SECTION 7. MONETARY RATES

- Table 1 - Salaries
- Table 2 - Allowances

### **SECTION 1. GENERAL**

#### **3. Object**

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

#### **4. Definitions**

"The Department" means the New South Wales Department of Health.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union NSW.

"Officer/Superintendent/Operational Manager" means an employee of the Service who is employed pursuant to this Award.

"Employee" means an Officer/Superintendent/Operational Manager of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006.

The "Working Week" for the purpose of this Award shall commence on Saturday and finish on Friday.

## 5. Classification Descriptions

"Ambulance Manager Level 1" means an employee who has the following responsibilities, skills and attributes:

Accountability for ensuring funds are expended according to approved budgets and for ensuring targets are met.

Responsibility to provide regular feedback and appraisal regarding the performance of staff.

Responsibility for maintaining effective relationships with a range of stakeholders within the Service to ensure the Service's priorities are met.

Assist with the development and implementation of policies, procedures, standards and practices for the Service.

Responsibility and accountability for providing a professional level of services to the Service or oversee the management of aspects of services and the staff.

Understanding and commitment to the Service's priorities;

Capacity to direct all operational facets based on strategic and business plans;

Ability to ensure budget targets are met.

Capacity to undertake performance appraisal of staff and ability to develop performance measures.

Effective communication and interpersonal skills.

Assist with the development and implementation of policies, procedures, standards and practices.

Able to meet pre-determined targets and deadlines.

Ability to be flexible and adapt work practices to suit circumstances.

"Ambulance Manager Level 2" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 1 Ambulance Manager:

Accountability for allocation and/or expenditure of resources and ensuring targets are met.

Responsibility for ensuring optimal budget outcomes for their customers and communities.

Responsibility for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.

Responsibility for providing support for the efficient, cost effective and timely delivery of services.

High level of leadership, communication and interpersonal skills.

Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.

Proven negotiation and delegation skills.

Ability to motivate and co-ordinate staff.

Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.

Capacity to design strategic and business objectives.

Ability to develop performance measures

"Ambulance Manager Level 3" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 2 Ambulance Manager:

Responsibility for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.

Responsibility to maintain effective relationships and communication to ensure that corporate goals and priorities of the Health System are met.

Responsibility for providing timely delivery of services and accountable to the appropriate Executive.

Responsibility for contributing to the development and implementation of business plans.

Requirement to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.

Excellent leadership, communication and interpersonal skills.

Highly developed and effective management skills.

Ability to develop, monitor and reach predicted outcomes to strategic and business plans.

Highly developed and effective negotiation and delegation skills.

Proven capacity to manage multi-disciplinary groups.

Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.

"Ambulance Manager Level 4" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 3 Ambulance Manager:

Responsibility for ensuring optimal health outcomes within budget for their customers and communities.

Accountability for allocating resources and ensuring budgets are effectively met.

Responsibility for developing appropriate strategies to manage budget changes in a timely manner.

Requirement to make complex judgements and make appropriate changes in standard practices, policies and procedures.

Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.

System-wide view of health care provision and management to improve health outcomes for customers.

Excellent strategic planning and policy development skills.

Proven management expertise at a senior level.

Competent to make complex judgements and take initiatives through delegated responsibilities.

"Ambulance Manager Level 5" means an employee who is required to demonstrate the following responsibilities, skills and attributes to a level greater than that required for a Level 4 Ambulance Manager.

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Service or Health policy

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the Service's executive

Budget management and responsibility for significant budget amount, or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Area Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Area Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

- Actively monitors progress towards the achievement of the strategic vision
- Achieve set objectives
- Resolve conflict
- Address and prioritise competing demands
- Lead and manage organisation change on an area-wide basis
- Build appropriate organisation values and culture
- Anticipate problems and develop contingency strategies to meet complex situations
- Applies intellectual rigour to all aspects of their work
- (d) Personal & Interpersonal Skills
  - Provide specialist advice
  - Lead, persuade, motivate and negotiate at senior levels
  - Ability to deal with people at all levels
  - Communicate and liaise effectively at all levels within the organisation
  - Spokesperson for area of responsibility (media, public)
  - Effective community liaison and communication
  - Effectively self-manages
  - Innovative & lateral thinker
  - Flexible & responsive
  - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
  - Articulates and promotes the organisation's vision and goals
  - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
  - Provides effective role-modelling
  - Celebrates achievements and encourages innovation
- (e) Outcomes & Performance
  - Formal personal agreement with CEO or the relevant General Manager.
  - Significant impact on service achievements and targets
  - Formal performance agreements with direct reports
  - Achievement of best practice
  - Monitoring and compliance with all professional standards

Responsible for Service-wide service delivery

## **6. Work Arrangements**

- (a) Work will be performed by the most efficient means.
- (b) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (c) Any proposal that will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.
- (d) Any dispute arising from the operation of this clause will be dealt with in accordance with clause 13, Issues Resolution, of this Award.

## **SECTION 2. EMPLOYMENT CONDITIONS**

### **7. Employees' Duties**

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification provided that such duties are not designed to promote de-skilling.
- (b) The Service 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 and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

### **8. Vacancies & Promotion**

- (a) Advertisements of vacant positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

### **9. Appointment of Officers**

- (a) An employee employed under this Award shall be engaged as a full time employee, a permanent part time employee or a temporary employee.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.
- (c) All employees will be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.

- (e) Permanent Part-Time Employee
- (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of days each week which are less than those prescribed for a full time employee, except in emergent or urgent circumstances.
  - (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38 of the weekly rate (annual rate/52.17857) prescribed in Table 1, Classification Structure, of Section 7 of this Award.
  - (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 9, Roster Leave, of this Award.
  - (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to full-time employment.
  - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 16, Climate and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
  - (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time to carry out a specific task. Such task may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
  - (ii) A temporary employee may be full time or part time.
  - (iii) 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 station, unit 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.
  - (iv) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees.
10. Roster Leave
- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
  - (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
  - (c) Leave under this clause shall not be allowed to accumulate to more than twelve (12) days.
  - (e) Subject to clause 12, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

### 11. Reasonable Hours

- (a) 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.



- (b) For the purposes of sub-clause (b) what is reasonable or otherwise will be subject to sub-clause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) Determined having regard to:
  - (i) Any risk to employee health and safety.
  - (ii) The employee's personal circumstances including any family and carer responsibilities.
  - (iii) The needs of the workplace or enterprise.
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

## **12. Public Holidays**

- (a) For the purpose of this clause, the following shall be 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 and Boxing Day.
- (b)
  - (i) An employee to whom paragraph (i) of subclause (a) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
  - (ii) An employee to whom paragraph (ii) of subclause (a) of clause 21, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
  - (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one-thirty eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in paragraphs (i) and (ii) of subclause (b) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (ii) of subclause (a) of clause 21, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employees appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service and shall be regarded, for all purposes of this clause, as any other public holiday.

## **13. Termination of Employment**

- (a) Employment shall be terminated by four (4) weeks notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employee's employment without notice for serious or wilful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.
- (c) Employees with a credit of any additional rostered leave day off duty shall be paid for such accrual upon termination.

**SECTION 3. SALARIES AND MONETARY ENTITLEMENTS****14. Salaries**

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Classification Structure, of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her current salary will be appointed at no less than the minimum of the applicable salary band.
- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause will occur based on the employee's work performance that will be measured against their Performance Agreement.
- (f) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 33, Issues Resolution, of this Award.

**15. Payment and Particulars of Salaries**

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) For each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.
- (c) 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 except where agreement as to another method of payment has been reached between the Service and the Union due to isolation.
- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

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 the Service making their deposits. In such cases the Service shall take all reasonable steps to ensure that wages are available for withdrawal by no later than pay-day.

**16. Climatic and Isolation Allowance**

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, 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, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified shall be paid the allowance specified in Table 2, Allowances of Section 7 of this Award, 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 (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) The allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

#### **17. Travel Allowances**

Employees shall be granted travelling allowances on such terms and conditions prescribed by the Department's Policy Directive 2014\_044 Travel - Official or its subsequent replacements.

#### **18. Relieving Other Members of Staff**

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her additional roster leave day off duty.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

#### **19. Salary Sacrifice to Superannuation**

- (a) Notwithstanding the salaries prescribed in clause 14 Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause 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 together with any salary packaging arrangements under clause 20 Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) 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.

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (iii) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
  - (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
  - (i) the Police Regulation (Superannuation) Act, 1906;
  - (ii) the Superannuation Act, 1916;
  - (iii) the State Authorities Superannuation Act, 1987;
  - (iv) the State Authorities Non-contributory Superannuation Act, 1987; or
  - (v) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 14 Salaries of the Award to the same extent as applied before the employee sacrificed that amount of 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.

## **20. Salary Packaging**

- (a) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (d) below.

- (b) Where an employee elects to package an amount of salary:
  - (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (ii) 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.

- (iii) '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 14 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit 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.
- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

#### **SECTION 4. LEAVE ENTITLEMENTS**

##### **21. Annual Leave**

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
  - (i) An employee employed on a Monday to Friday basis - four weeks leave on full pay.
  - (ii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven week's pay.
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.

- (c) It is admitted by the parties that the additional two weeks pay payable to an employee employed on duties in accordance with paragraph (ii) of subclause (a) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed by paragraph (i) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales which occurs during a period of annual leave.
- (e) (i) Annual Leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (ii) Annual leave shall be granted on a rotating roster basis provided that such rotation complies with paragraph (i) of this subclause.
- (ii) An employee shall be eligible for annual leave when twelve months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had Annual Leave since the commencement of the employment.
- (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it has accrued but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
- (iv) At least six months notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take annual leave at a specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
- (v) Employees may exchange annual leave by mutual arrangement with the approval of the Service provided that such exchange complies with paragraph (i) of this subclause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the Annual Holidays Act 1944. However, officers entitled to additional rostered leave days off duty in accordance with clause 10, Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

## **22. Annual Leave Loading**

- (a) Employees who, under the Annual Holidays Act 1944, become entitled to annual leave under clause 21, Annual Leave, of this Award, shall be paid in respect of such leave an annual leave loading of 17.5 per

cent of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure of this Award, for the classification in which the employee was employed immediately before commencing his/her annual leave. The 17.5 per cent annual leave loading will apply to the following periods of annual leave, ie; in the case of an employee employed on a Monday to Friday basis - four weeks, and for seven day per week basis employees - five weeks, provided further that in no instance is the calculated amount to exceed one thousand four hundred and twenty-one dollars and zero cents (\$1421.00) with effect from the first pay period to commence on or after 1 July 2007.

- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance provided, however, that if the employment of such an employee continues until the day upon which he or she would have become entitled under this to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or she became entitled after 10 May 1974, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) The annual leave loading shall be paid before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

### **23. Family and Community Services Leave and Personal/Carer's Leave**

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of Policy Directive 2014\_029 Leave Matters for the NSW Health Service.

#### **23A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.

- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

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

This clause is to be read in conjunction with the Service's Instructional Circular 05/16 or subsequent replacement Instructional Circulars as issued by the Service.

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

###### **(a) Eligibility for Paid Maternity Leave**

###### **(i) Full time employees**

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

###### **(ii) Permanent part-time employees**

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

###### **(b) Entitlements to Paid Maternity Leave**

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- (ii) 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 (28) 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.

- (iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements To Unpaid Maternity Leave

- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
- (ii) Full time or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

- (i) An employee who intends to proceed on maternity leave should formally notify their Divisional Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
  - (1) The intention to proceed on maternity leave;
  - (2) The expected date of birth certified by a medical practitioner;
  - (3) The period of leave to be taken;
  - (4) The date on which maternity leave is to commence;
  - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
  - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) 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.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. 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. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) 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.
- (v) Except in the case of employees who have completed ten (10) 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 (10) years service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
- (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, ie. 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.

(i) Illness Associated with Pregnancy

- (i) 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 any sick leave without pay.
- (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.

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

An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.

(k) 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 or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(l) Miscarriage

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

(m) Fitness to Continue Working During Pregnancy and Alternative Work

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. 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.

(n) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) 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 and/or qualified.

(o) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

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 2 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.)

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

## **B Adoption Leave**

### (a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave .
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

#### Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

#### Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
  - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
  - (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

### (b) Entitlements

#### (i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from 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 (28) 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.

(ii) 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.

(c) Applications for Adoption Leave

- (i) 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, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C Parental Leave

(a) Eligibility for Parental Leave

- (i) Full time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) 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:

- (i) 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).
- (ii) 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.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

- (i) 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.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. 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.

(iii) 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.

(iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(g) Right to Return to Previous Position

Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

#### **D Right to Request**

(a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

(i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;

(ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;

(iii) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.

- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
- (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
  - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.

#### **E Communication During Leave**

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

#### **24A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.



- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

## **25. Study Leave**

Employees shall be granted Study Leave on such terms and conditions as prescribed by Section 6 of policy directive PD2014\_029 or its subsequent replacements.

## **26. Trade Union Leave**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Department's Policy Directive 2014\_029 Leave Matters for the NSW Health Service or its subsequent replacements.

## **27. Long Service Leave**

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to officers employed under the provisions of the Government Sector Employment Act 2013, and the regulations made there under. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an additional rostered leave 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.
- (c) An employee returning to duty from long service leave shall be given the next additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

## **28. Sick Leave**

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
  - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate of 114 hours in any period of twelve months.
  - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
  - (iii) Periods of less than thirty eight (38) hours shall not be recredited to employees who are sick whilst on Annual or Long Service Leave.
- (b)
  - (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
  - (ii) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) All periods of sickness shall be certified by a legally qualified Medical Practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation, provided, however, that where an

employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee'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 time hours. On the expiration of available sick leave, weekly workers compensation payments only shall be payable.

- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

## **SECTION 5. MISCELLANEOUS**

### **29. Uniforms**

- (a)
- (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
  - (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
  - (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.
  - (iv) Articles of clothing issued under paragraphs (i) and (iii) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused. In the event of refusal the provision of clause 13, Issues Resolution, of this Award, shall apply.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Table 2 of Section 8 Monetary Rates.

### **30. Redundancy-Managing Excess Staff**

Employees shall be entitled to the provisions of the Department's Policy Directive 2012\_021 Managing Excess Staff of the NSW Health Service or its subsequent replacement.

### **31. Union Subscriptions**

The Service agrees, subject to prior written authorisation by the employee, to deduct Union subscriptions from the pay of the authorising employee.

### **32. Accommodation**

- (a) Officers, who at 9 December 2010 receive accommodation quarters rent free or payment for accommodation will have the following entitlements whilst they remain in their current position and in their current location:
- (i) the entitlement to accommodation quarters rent free or payment for accommodation will cease 12 months after 23 December 2010;
  - (ii) after that time, any officer who elects to remain in an Ambulance Service residence will be required to pay half market rental for a period of 12 months and full market rental thereafter.
  - (iii) Managers' availability for operational responses is not altered by the agreed variation to this clause.

**SECTION 6. AWARD PARAMETERS****33. Issues Resolution**

- (a) The parties must:
- (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
  - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
  - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
- (i) The interpretation, application or operation of this Award; or
  - (ii) Any allegation of discrimination in employment within the meaning of the Anti-Discrimination Act 1977 (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her Supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the General Manager Operations (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the Industrial Relations Act 1996 (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
  - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures adequate records must be kept by the parties of all discussions.

- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of N.S.W.

#### **34. Anti-Discrimination**

- (a) 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.
- (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.
- (d) Nothing in this clause is to be taken to affect:
  - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) 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) A 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 the parties by the legislation referred to in this clause.

#### NOTES -

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) 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."

#### **35. Benefits Not to Be Withdrawn**

Except in so far as altered expressly or by necessary implication, nothing in his Award shall in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

**36. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**37. Area, Incidence and Duration**

- (a) This Award rescinds and replaces the Operational Ambulance Managers (State) Award made on 14 August 2015 (377 I.G. 1694) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.
- (c) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.

**SECTION 7. MONETARY RATES**

Note: All rates contained in the following tables are effective from the first full pay period commencing on or after the date listed in the table.

**Table 1 - Salaries**

	1.7.2016 2.5% per annum \$
<b>Operational Manager</b>	
Level 1	
Min	103,902
Max	108,852
Level 2	
Min	106,373
Max	126,170
Level 3	
Min	123,692
Max	141,011
Level 4	
Min	138,534
Max	165,752
Level 5	
Min	163,274
Max	183,069
<b>Operations Centre Manager</b>	
Level 1	
Min	101,237
Max	106,057
Level 2	
Min	103,644
Max	122,929
Level 3	
Min	120,518
Max	137,390
Level 4	
Min	134,977
Max	161,496

Level 5	
Min	159,083
Max	178,368

**Table 2 - Allowances**

Item No	Clause	Brief Description	Rate from 1.7.2016
1	16	Climatic and Isolation Allowance (a)*	4.40
2	16	Climatic and Isolation Allowance (b)*	8.90
3	29	Laundry Allowance per week*	12.80

\* Rate moves independently to award wage increase.

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198494)

Before Commissioner Murphy

7 July 2016

**AWARD****1. Title**

This Award shall be known as the "Operational Ambulance Officers (State) Award".

**2. Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Arrangement

**SECTION 1. GENERAL**

3. Object

4. Definitions

5. Classifications

6. Introduction of Change

**SECTION 2. EMPLOYMENT CONDITIONS**

7. Employees Duties

8. Vacancies and Promotion

9. Appointment of Officers

10. Termination of Employment

**SECTION 3. WAGES AND MONETARY ENTITLEMENTS**

11. Wages

12. Allowances and Classification Arrangements

13. Climatic and Isolation Allowance

14. Travelling Time and Expenses

15. Travelling on Cases

16. Relieving Other Members of Staff

17A. Special Events Coverage 17B. Non-Operational Activity

18. Salary Sacrifice to Superannuation

19. Salary Packaging

**SECTION 4. HOURS OF WORK**

20. Hours of Duty

20A. Evaluation and Transition To New Roster Arrangements

20B. Evaluation and Transition To Crib Break Arrangements

21. Allocated Day Off

22. Roster of Hours
23. Employees On Call
24. Overtime
25. Reasonable Hours
26. Time Off in Lieu of Overtime
27. Penalty Rates for Shift Work and Weekend Work
28. Public Holidays

#### SECTION 5. LEAVE ENTITLEMENTS

29. Annual Leave
30. Annual Leave Loading
31. Family and Community Leave and Personal Carers Leave
- 31A. Family Violence Leave
32. Maternity, Adoption and Parental Leave
- 32A. Lactation Breaks
33. Study Leave
34. Trade Union Leave
35. Long Service Leave
36. Sick Leave

#### SECTION 6. MISCELLANEOUS

37. Uniforms
38. Accommodation
39. Lockers and Showers
40. Union Subscriptions
41. Union Notice Boards

#### SECTION 7. AWARD PARAMETERS

42. Issues Resolution
43. Anti-Discrimination
44. Benefits not to be Withdrawn
45. Exemptions
46. No Extra Claims
47. Area Incidence and Duration

#### SECTION 8. MONETARY RATES

Table 1A - Wages

Table 1B - Operations Centre Staff - Wages Table 2A - Allowances

Table 2B - Additional Allowances

Table 2C - Living Away from Home Allowance

#### SECTION 9. TRANSITIONAL ARRANGEMENTS

Table - Transitional Arrangements

Transitional Arrangements for Critical Care Paramedic (Aeromedical) and Critical Care Paramedic (Aeromedical) Team Leader

### SECTION 1. GENERAL

#### 3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.



#### 4. Definitions

"Day Worker" means an employee who works his or her ordinary hours from Monday to Friday inclusive and who commences work on such days between 6:00 am and 10:00 am inclusive.

"Shift Worker" means an employee who is not a day worker as defined. "The Ministry" means the Ministry of Health.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union NSW and/or Australian Paramedics Association (NSW) "Officer and/or Operational Ambulance Officer" means an employee of the Service who is employed pursuant to this Award.

"Employee" means an Officer and/or Operational Ambulance Officer of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service of the Health Commission on and from 1 January 1977 and continuous service of the Health Administration Corporation on and from 17 August 1982, and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

The "Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

"Modified Hours Roster" means any roster which arranges the hours of duty of full time employees in a format other than on an eight (8) hours per shift basis.

#### 5. Classifications

The Table at Section 9 Transitional Arrangements provides the transition arrangements from the previous classification into the new classification structure effective from the first pay period commencing on or after 12 September 2008.

(a) Division 1

- (i) Trainee Patient Transport Officer means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Trainee Patient Transport Officer position.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. Inter alia, this category of employee will receive training and certification in occupational health and safety, ambulance first aid,

driver training, patient handling, oxygen administration, equal employment opportunity, anti-discrimination and anti-harassment.

- (ii) Patient Transport Officer means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Patient Transport Officer position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the Service.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. This category of employee will not be utilised to crew ambulances engaged in emergency/casualty response.

Provided that such an officer shall be required to undertake and successfully complete

further instruction/in service courses and certification examinations as required by the Service every three years.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring rehabilitation as a result of workplace injury.

(b) Division 2

- (i) Trainee Paramedic means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic Intern and who is appointed to an approved Trainee Paramedic position.

This category of employee will be involved in emergency and routine patient transport as a second officer utilising emergency and basic life support skills. Inter alia, this category of employee will receive training and certification in emergency ambulance care, protocols, procedures and pharmacology, anatomy and physiology, patient handling, occupational health and safety, equal employment opportunity, anti-discrimination, anti-harassment and driver training.

- (ii) Paramedic Intern means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic Intern position.

- (iii) Paramedic means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three (3) years.

- (iv) Paramedic Specialist means an employee who has successfully completed the requirements to be a Paramedic and who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist. Paramedic Specialist will include:

1. Intensive Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Intensive Care Paramedic and who is appointed to an approved Intensive Care Paramedic position.
2. Extended Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Extended Care Paramedic and who is appointed to an approved Extended Care Paramedic position.
3. Other such specialist categories as may be developed between the parties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

- (v) Critical Care Paramedic (Aeromedical) means an employee who has completed the necessary and relevant training and work experience as a Paramedic Specialist as determined by the Service to be a Critical Care Paramedic (Aeromedical) and who is appointed to an approved Critical Care Paramedic (Aeromedical) position or is working as an independent Critical Care Paramedic (Aeromedical) on a Critical Care Paramedic (Aeromedical) roster.

Critical Care Paramedics (Aeromedical) are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8 Monetary Rates of this Award.

- (vi) Critical Care Paramedic (Aeromedical) Team Leader means an employee who has completed the requirements for a Critical Care Paramedic (Aeromedical) and who has successfully completed the requirements for and is appointed to a Critical Care Paramedic (Aeromedical) Team Leader position identified as such by the Service.

Critical Care Paramedic (Aeromedical) Team Leaders are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates of this Award.

Team Leader (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Team Leader position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

Station Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Station Manager position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

District Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a District Manager position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

Ambulance Clinical Educator (rank insignia will be in accordance with the Service's Uniform Policy as contained in Clause 37 a(ii)) means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Educator position identified as such by the Service.

This category of employee will be principally involved in the Clinical Science theory and clinical education of employees utilising advanced educational and management skills.

This category of employee will be principally involved with Clinical Science theory and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of clinical science based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Clinical Educator is also required to manage clinical and paramedical education courses and programs.

Clinical Educators not holding a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

Clinical Educators who are eligible for and who wish to maintain a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Ambulance Paramedic Educator means an employee who has successfully completed the requirements for and is appointed to an Ambulance Paramedic Educator position identified as such by the Service.

This category of employee will be principally involved theoretical and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of paramedical based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Paramedic Educator is also required to manage paramedical education courses and programs.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Ambulance Clinical Training Officer means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Training Officer position identified as such by the Service.

This category of employee will be principally involved in the provision of training on an individual or small group basis in the local area and primarily would rely on training material developed on a central basis with project input by some or all of the Clinical and Paramedic Training Officers.

The Clinical Training Officer is responsible for the planning, delivery and evaluation of education and training programs for operational staff, including Trainee Paramedics, Paramedics and Patient Transport Officers that are consistent with National Competency Standards and the Service's policies and procedures.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Operations Centre (Standby) Allowance means the allowance paid to Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to undertake the duties of an Ambulance Operations Centre Officer, Duty Operations Centre Officer and/or a Senior Operations Centre Officer.

The allowance as set out in Item 2 of Table 2A - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Rescue (Standby) Allowance means the allowance paid to a Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to be rostered to an accredited Ambulance Rescue Unit.

The allowance as set out in Item 2 of Table 2A - Allowances of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Specialist Allowance is paid to an employee who has successfully completed the requirements for and is appointed by the Service to an identified Specialist position of Special Casualty Access Team (SCAT), Rescue and/or other specialties as agreed to by the parties. Provided that such an employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The allowance as set out in Item 1 of Tables 2A - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Trainee Ambulance Operations Centre Officer means an employee who is required to undertake and successfully complete the requirements for appointment to an Ambulance Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems. Inter alia this category of employee will receive training and certification by the Service in

Occupational Health and Safety, Ambulance First Aid, Medical Terminology, Computer Aided Dispatch and Telecommunications Systems, Computer mapping, emergency vehicle movement coordination, Equal Employment Opportunity, Anti Discrimination and Anti Harassment.

Paramedic Interns, Paramedics, Paramedic Specialists, Team Leaders, Station Managers, and District Managers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 2 of Table 2B - Additional Allowances, of Part B, Monetary Rates.

Ambulance Operations Centre Officer means an employee who has successfully completed the requirements as set out for Trainee Ambulance Operations Centre Officer and who is appointed to an Ambulance Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years. The parties agree that this classification will remain a source of alternative duties for injured officers requiring short term rehabilitation as a result of a workplace injury in which case they will need to be provided with training and successfully complete the requirements set out for a Trainee Ambulance Operations Centre Officer.

#### Ambulance Operations Centre Officer - Paramedic and Paramedic Specialist

Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers who are permanently appointed to positions of Ambulance Operations Centre Officer are to be paid up to the maximum rate applicable for a Paramedic Specialist and are to be paid, in addition to their wages and

allowances, the Operations Centre Allowance as set out in Table 2B of Section 8 Monetary Rates. This allowance is only applicable to Paramedics, Paramedic Specialists, Station Managers and District Managers for the time in which Operations Centre activities are undertaken.)

#### Ambulance Operations Centre Officer - Non Paramedic

Non paramedic officers are paid at the rates specified in Table 1B of Section 8 Monetary Rates.

Duty Operations Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Duty Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

Senior Operations Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Senior Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

Aeromedical Operations Officer means an employee who has successfully completed the requirements for and is appointed to an Aeromedical Operations Officer position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

## **6. Introduction of Change**

Any proposal that will significantly affect employees covered by the Award will be the subject of genuine consultation between the parties.

Should such a change lead to an expanded scope of practice for any classification or group of employees covered by this award, the parties agree to discuss the impact of this on the classification structure.

## **SECTION 2. EMPLOYMENT CONDITIONS**

### **7. Employees' Duties**

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (b) The Service 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 and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

### **8. Vacancies and Promotion**

- (a) Advertisement of vacant positions shall be notified throughout the Service by regular vacancy circulars distributed via the Service Intranet.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received, provided that the Service can re-advertise the position if necessary.
- (d) Subclauses a, b, and c are overruled to the extent necessary for the implementation of the Ambulance Service's lateral transfer policy. Any changes to this policy will be the subject of consultation.

Trial Remote Incentive Initiative

- (e) The Service will trial a remote incentive initiative as set out in the Service's Trial Remote Incentive Policy and the trial will take place over the three year period of this Award. Any change in the policy within this period will be the subject of consultation. The parties acknowledge that the trial may be terminated by the Service at the end of the three year period.

## 9. Appointment of Officers

- (a) All employees appointed, excepting Trainee Patient Transport Officers, shall be appointed on probation for a period of twelve months from the date of their appointment or re-appointment to the Service. For Trainee Patient Transport Officers, the period of probation will be six months from the date of appointment or re-appointment to the Service.
- (b) An employee engaged under this Award shall be engaged as a permanent full time, permanent part time, temporary full time, temporary part time, or casual.
- (c) Every employee will be provided with a position description as developed between the parties commensurate with their position, which he or she will be required to sign.
- (d) Permanent Full Time Employee. A permanent full time employee is a permanent employee who is required to work an average of 38 hours per week in accordance with clause 20, Hours of Duty.
- (e) Permanent Part Time Employee
  - (i) A permanent part time employee is permanently appointed by the Service to work a specified number of hours per week, which are less than the full time hours prescribed in clause 20 Hours of Duty.
  - (ii) A permanent full time employee may also work as a permanent part time employee for an approved specified period of time eg. 12 months. The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities. At the conclusion of the approved specified period of time, the employee will revert to their permanent full time status.
  - (iii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least 7 days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
  - (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A or 1B - Wages of Section 8 - Monetary Rates, with a minimum payment of two hours for each start.
  - (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 13, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full time hours.
  - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 21, Allocated Days Off.
  - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
  - (viii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
  - (ix) 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 unit 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.
  - (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

## (f) Temporary Employee

- (i) A temporary employee is engaged for a continuous fixed period of time. The duties may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
- (ii) A temporary employee may be full time or part time.
- (iii) A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall not apply if:
  - 1. The period of employment extends beyond 13 weeks
  - 2. The employer and the employee agree, during the 13 weeks, that the employee will be employed on a permanent basis.
- (iv) A temporary employee shall be entitled to a minimum payment of 2 hours for each start.

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 station, unit 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.

- (v) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

## (g) Casual Employee

- (i) A casual employee is engaged on an hourly basis for a short period of time. The nature of the work performed would be irregular, intermittent, urgent or short term. However employees will be allocated sufficient hours of work required to maintain a certificate to practice.
- (ii) 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 station, unit 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.
- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, plus 10% loading with a minimum payment of two hours for each start. This loading is in recognition of the casual nature of the work and the leave entitlements forgone. Annual leave entitlements are in accordance with the Annual Holidays Act, 1944.
- (iv) Casual employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

## (h) Secure Employment

## Objective of this Clause

The objective of this clause is for the Service to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

## Casual Conversion



- (i) A casual employee engaged by the Service on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) The Service shall give such a casual employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Service fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (h)(i), upon receiving notice under paragraph (h)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Service that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Service shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Service refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the Service, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Service.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (h)(iii), the Service and employee shall, in accordance with this paragraph, and subject to paragraph (h)(iii), discuss and agree upon:
  - a. whether the employee will convert to full-time or part-time employment; and
  - b. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Service and the employee.
- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### **10. Termination of Employment**

- (a) Employment shall be terminated by two weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of two weeks wages in lieu of notice.
- (b)
  - (i) Employees with a credit of hours accrued towards an allocated day(s) off duty as prescribed by of clause 21, Allocated Days Off, shall be paid for such accrual upon termination.
  - (ii) Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall be paid for such accrual upon termination.
  - (iii) Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall reimburse the Service for such accrual upon termination.
  - (iv) Employees with a credit of hours accrued as a result of opting for time off in lieu of overtime in accordance with subclause (a) of clause 26, Time Off in Lieu of Overtime, shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- (c) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

## **SECTION 3. WAGES AND MONETARY ENTITLEMENTS**

### **11. Wages**

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1 and 1A and 1B - Wages Section 8 - Monetary Rates.
- (b) Wages shall be paid fortnightly by electronic transfer.
- (c) For each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.
- (d) Overtime and penalty rates shall be paid within one week of the end of the pay period in which such overtime or penalty rates were worked.
- (e) 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, except where agreement as to another method of payment has been reached between the Unions and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

### **12. Allowance and Classification Arrangements**

- (a) An employee who is paid an allowance or at a classification, for which there is a certification or qualification requirement, will cease to have an entitlement to such payment if the employee:
  - (i) Fails to successfully complete further instruction/in service courses and/or certification examinations as required by the Service every three years or;

- (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every three years.
  - (iii) Applies for and obtains a transfer to a position which is not a nominated position requiring such skills.
- (b) Payment of shift penalties and other work related allowances or payments to employees subject to misconduct/disciplinary inquiries will be made on the terms and conditions prescribed by the Ministry's Policy Directive 2014\_042

### **13. Climatic and Isolation Allowance**

- (a) Subject to subclause (b) of this clause, employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified, shall be paid the allowance specified in Item 6 of Table 2A - Allowances of Section 8 - Monetary Rates, 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, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified shall be paid the allowance asset out in Item 7 of the said Table 2A, 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 (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) 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.

### **14. Travelling Time and Expenses**

- (a) Except where subclause (c) of clause 16, Relieving Other Members of Staff, an employee who is directed to report for duty at a station other than that to which he or she is appointed shall travel to and from such station in the Service's time and the employee's fares and incidental expenses shall be paid by the Service, unless otherwise agreed between the Service and the employee.

If such travel is undertaken outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

- (b) If an employee is rostered to a shift requiring him or her to work at more than one station in a working week, the employee's fares in excess of the fares to the employee's appointed station shall be paid in full.
- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the casual rate as prescribed by the Crown Employees (Public Service Conditions of Employment) Award, as amended from time to time, for all kilometres travelled in excess of the kilometres that the employee would normally travel between the employee's usual place of residence and the ambulance station to which he or she is appointed and return to such residence.
- (d) Travel, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

**15. Travelling on Cases**

- (a) Where an employee is required to transport a case which involves eight hours or more travelling, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.
- (b) An employee directed to have a meal away from his or her station will be paid a crib/ meal away from station allowance in accordance with existing provisions and practice. In determining existing practice, regard will be had to the following:
  - (i) That allowances do not apply to crib breaks taken by Trainee Patient Transport Officers and Patient Transport Officers.
  - (ii) The agreement between the parties in 1988 under the Commission's then Structural Efficiency Principle.
  - (iii) That this provision does not apply to employees in Operations Centres.
- (c) Where an entitlement exists in (b), the quantum of the allowance is prescribed in Table 2A Allowances in Section 8 Monetary Rates.
  - (i) Where an employee is entitled to one crib break per shift or an unpaid meal break (under the transitional arrangements in clause 20), the payment for any crib/meal directed to be taken away from station will be the rate prescribed at Item 9 of Table 2A - Allowances.
  - (ii) Where an employee is entitled to two crib breaks per shift, the payment for any crib directed to be taken away from station will be the lower rate as prescribed at Item 10 of Table 2A Allowances. The number of crib breaks per shift is prescribed in clause 20 Hours of Duty.
- (d) This provisions of this clause will be reviewed by the Commission in conjunction with the review of rosters and crib breaks to be undertaken in accordance with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast.
- (e) Where an employee is required to transport a case which involves two or more hours travelling the employee shall be entitled to a paid break of ten minutes duration each two hours.
- (f) The ten-minute break prescribed by subclause (e) of this clause is not cumulative.
- (g) No single officer transports will be allocated where it is reasonably expected that the travelling time of the round trip will be in excess of eight hours.

**16. Relieving Other Members of Staff**

- (a) An employee called upon to relieve another employee paid on a higher scale shall be entitled to receive the minimum rate of the higher scale of pay. This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her allocated day off duty as a consequence of working a 38-hour week in accordance with paragraph (i) of subclause (a) of clause 21, Allocated Days Off. No reduction shall be made in the scale of pay of an employee called upon to relieve another paid on a lower scale. Where an employee is called upon to relieve a Superintendent/Operations Manager, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is required to relieve another employee posted at another station, and by so doing is required to live away from home, he or she shall be called a relieving employee.
- (c) A relieving employee will be entitled to a living away from home allowance as set out in Table 2C in this Award. The living away from home allowance is determined as the sum of the meal expenses on one day journeys and the incidental allowance for the location the relieving employee is posted, as

prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time.

A relieving employee who is entitled to receive the living away from home allowance is not entitled to receive payment under subclause 15(a) of this Award. When travelling on cases in accord with clause 15, relieving employees shall be entitled to allowances under subclause 15(b) or 15(c) where applicable.

A relieving employee who is provided with board and lodgings at no charge will not be entitled to receive the living away from home allowance.

- (d) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the Ministry's Policy Directive on Travel PD2014\_044 Official Travel, as amended from time to time.
- (e) If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 23, Employees On Call.
- (f) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

#### **17A. Special Events Coverage**

- (a) Employees will not be compelled to provide special events coverage.
- (b) Whilst there is no exhaustive list of all the requirements for which the Service may wish to utilise "special events coverage", the parties agree that such requirement would typically be for special events and sporting fixtures such as public holiday celebrations, athletic events, Mardi- gras, local shows, VIP visits, sporting events, disaster exercises, public relations activities and local expositions. This clause will not be used for training, including SCAT and rescue training.
- (c) An employee who is scheduled to provide special events coverage will be compensated by payment at his or her ordinary hourly rate for the hours worked plus the appropriate penalty rates prescribed in clause 27, Penalty Rates for Shift Work and Weekend Work, in lieu of payment at overtime rates.
- (d) Special events coverage shifts shall be between four and 12 hours in duration with a minimum payment of two hours in the event of cancellation on the day.

For the purposes of assessing an employee's eligibility for payment, each day shall stand alone.

- (e) Time worked as special events coverage shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.
- (f) There shall be an equitable distribution (between employees) of special events coverage both in terms of the allocation of work amongst those employees offering their services and in terms of Saturday and Sunday work.

#### **17B. Non-Operational Activity**

- (a) Employees will not be compelled to provide non-operational activity coverage.
- (b) Whilst there is no exhaustive list of all activities that may be regarded as "non-operational activities", the parties agree that examples of such activities would be: attendance at Divisional Clinical Quality Committees; Occupational Health and Safety Committees; attendance for members of Service approved committees/workgroups and representing the Service at authorised community or local Government meetings where attendance of duty personnel is not possible.

- (c) Non-operational activity does not include attendance at training schools, compliance with Certificate to Practice (CTP) activities/requirements nor union activities.
- (d) Employees who participate in non-operational activities will be compensated by payment at their ordinary hourly rate for the hours worked. In addition, employees will be paid two hours for travel time (covering travel to and from the activity). In the case of rural employees, specific approval for the quantum of travel time will be agreed prior to approval being finalised. Accumulation of hours worked in these activities is not allowed. Payment for the approved activities will be made in the next available pay period.
- (e) Time worked as non-operational activity(s) shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.

### **18. Salary Sacrifice to Superannuation**

- (a) Notwithstanding the salaries prescribed in clause 11 Wages as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the wages clause 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 together with any salary packaging arrangements under clause 19, Salary Packaging, of this award may be made up to one hundred per cent of the salary payable under the wages clause, or up to one hundred 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.

- (b) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (i) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (ii) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (iii) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
  - (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
  - (i) the Police Regulation (Superannuation) Act, 1906;
  - (ii) the Superannuation Act, 1916;
  - (iii) the State Authorities Superannuation Act, 1987;
  - (iv) the State Authorities Non-contributory Superannuation Act, 1987; or
  - (v) the First State Superannuation Act, 1992.

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

- (g) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f)

above, the employer will continue to base contributions to that fund on the salary payable under clause 11 Wages, to the same extent as applied before the employee sacrificed that amount of 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.

### **19. Salary Packaging**

- (a) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in subclause (d) below.

- (b) Where an employee elects to package an amount of salary:
  - (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (ii) 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.
  - (iii) '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 11 Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.

- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.
- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (f) 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.
- (g) 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.
- (h) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counseling to apprise them of the implications of salary packaging on their individual personal financial situations.

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.

## **SECTION 4. HOURS OF WORK**

### **20. Hours of Duty**

- (a) This clause is to be read in conjunction with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements.
- (b) The ordinary hours of duty shall be:
  - (i) An average of 38 per week, to be worked in shifts of eight hours duration on no more than 19 days per 28 day period. Shift workers shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties.
  - (ii) Where work is performed on a modified hours roster the maximum length of a shift shall not exceed 12 hours, except in Operations Centres where the maximum length of a shift shall not exceed 12 hours and 15 minutes. The average of 38 hours per week to be calculated over the modified hour roster cycle.
- (c) Officers working a modified roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Officers working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.



- (d) Officers who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (e) Subclauses (c) and (d) do not apply to officers in the Operations Centres. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

#### **20A. Evaluation and Transition to New Roster Arrangements**

##### Sydney and Central Coast

- (a) An evaluation and implementation program for new roster arrangements will be conducted under the auspices of the Industrial Relations Commission. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in Clause 20.
- (b) In developing the rosters, regard will be had to any pressing personal circumstances of employees, such as child care arrangements.

##### Other Than Sydney and Central Coast

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in Clause 20.

#### **20B. Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast**

- (a) The existing one hour unpaid meal break provisions will continue to apply until new rosters are implemented. Also, any modified meal break provisions agreed between the parties will continue to apply until new rosters are implemented. If these modified arrangements currently provide for meal penalties, such penalties will be in accordance with (e) below.
- (b) The extension of shift overtime payment for a missed or partially missed unpaid meal break will continue to be available until the paid crib break provision is introduced. This payment will not be subject to the phasing described in (e). This payment will cease when rosters incorporate paid crib breaks.
- (c) The penalty for a missed or incomplete meal break will be phased out as described below to ultimately be in accordance with the penalty for a missed or incomplete crib break as prescribed in Clause 20.
- (d) The penalty for a missed or incomplete meal break is based upon the penalty prescribed in the previous award at Clause 10(b) and (c) ie:
  - "(b) Employees working shifts that incorporate a meal break shall be allowed a meal break of not less than one hour no later than four hours nor more than six hours from the starting time of shifts unless otherwise agreed between the parties. In respect of shifts of eight hour and nine hour duration, which include a one-hour meal break, employees shall be given the one hour meal break, not less than four nor more than five and one half hours from the starting time of shifts unless otherwise agreed between the parties.
  - (c) Employees working shifts that incorporate a meal break who are recalled to duty from their meal break shall be paid in respect of the first call out, one hour at ordinary rates and in respect of any subsequent call out, ordinary rates extra for the time so worked; provided, that the subsequent call out occurs prior to him or her having completed the meal break. At the beginning of the seventh hour, the meal is considered to have commenced and one hour's penalty at ordinary rates

is to be paid for the first case. Subsequent cases referred to in the subclause will attract ordinary time extra until the full meal break has been taken.

This penalty shall also apply where an employee is sent to his or her meal prior to the completion of the fourth hour. This provision will not apply to employees on night shift although the appropriate meal break, in accordance with the provisions contained in subclause (b) of this clause, shall be given unless otherwise agreed between the parties."

- (e) The prescribed penalty in (d) above will be reduced as follows:
  - (i) By 25% between the 12 September 2008 to 5 December 2008
  - (ii) By a further 25% between 5 December 2008 to 16 January 2009 -(a total reduction of 50%).
  - (iii) By a further 25% between 16 January 2009 to 27 February 2009 - (a total reduction of 75%)
- (f) Employees participating in the roster evaluation in 20A(a)(ii) will be paid either the amount prescribed in 20B(e) or the historical average of the allowance paid for the particular group of employees, whichever is the greater. The historical average is based on payments made to employees in the relevant dispatch board over the six months ending 12 September 2008. The reconciliation will correspond with the pay period.
- (g) From 27 February 2009, the penalty for a missed or incomplete meal break will be at the rate prescribed in 20(d) above.

## **21. Allocated Days Off**

- (a)
  - (i) Employees who work on a roster other than a modified hours roster shall have their hours arranged to include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight-hour shift worked) which shall accumulate towards the employees allocated day off duty on pay.
  - (ii) Unless otherwise agreed between the parties, each day worker, subject to paragraph (i) of this sub-clause, shall be free from duty for not less than two full days in each working week and at least one allocated day off in each 28-day period.
  - (iii) Unless otherwise agreed between the parties, each shift worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each week or four full days in each two working weeks and at least one allocated day off in each 28- day period, unless otherwise agreed between the Service and the employee.
  - (iv) The employee's allocated day off duty prescribed in paragraph (i) of this subclause shall be determined by mutual agreement between the Service and the employee, having regard to the needs of the Service. Where practicable, such allocated day off duty shall be consecutive with the employee's other days off duty.
  - (v) Once set, the allocated day off duty may not be changed in a current roster cycle unless there are genuine unforeseen circumstances prevailing or by mutual agreement between the Service and the employee. Where these 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.
  - (vi) There shall be no accrual of credit towards an allocated day off for the first four weeks of ordinary annual leave taken in accordance with clause 29, Annual Leave. However, where an employee has accumulated sufficient time to take his or her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on

annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.

- (vii) Where an employee has not accumulated sufficient time for an allocated day off prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (viii) An employee entitled to allocated days off duty in accordance with subclause (a) of this clause shall continue to accumulate credit towards his or her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (ix) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credit has been accumulated or not.
- (x) Where a day worker's allocated day off falls on a public holiday as prescribed by clause 28, Public Holidays, the employee shall be given the option of taking the next working day off as rostered or substituting another day in lieu thereof by mutual agreement with the Service.
- (xi) Where a shift worker's allocated day off falls on a special or additional public holiday, he or she shall be paid an additional day or half day's pay, as the case may be, at ordinary rates.

## 22. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 20, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 7 calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days whichever is the greater. Casual employees are not subject to this clause.
- (b) In exceptional circumstances, arising from additional work demands or unplanned absences of other employees, the roster may be changed with 7 days' notice. In so doing, due regard will be had to the family and carers commitments of employees affected.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs and case priority. This will include the deployment of officers to meet operational needs. Efficient deployment may require an officer to report for duty at another work location within the shift or roster. Deployment to another station within the roster will only occur within reasonable travelling distance (having regard to the circumstances of each case).
- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
  - (i) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Service and the employee.
  - (ii) However, an employee who works so much overtime after the completion of their shift on any day that results in less than eight consecutive hours off duty before the commencement of their next shift will be released after the completion of such overtime until they have had eight consecutive hours off duty, with no loss of pay for ordinary working time occurring due to such absences.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:

- (i) Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
  - (ii) Shift swaps should only occur on the basis that each employee maintains an average of 38 hours per week.
  - (iii) Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- (h)
- (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum 6 hours between the shifts.
  - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
  - (iii) Where an employee's normal rostered day off is cancelled by the Service, he or she shall be paid at overtime rates unless otherwise agreed between the parties.
- (i) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (j) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (k) The parties agree that changes to rosters that will significantly affect employees and/or that where a new branch station is opened there will be genuine consultation between the parties.

### **23. Employees on Call**

- (a)
- (i) Time on call means time during which an employee who is rostered off duty is required to hold himself or herself in readiness to answer a call. In any one day where an employee answers telephone calls when not on call, he or she is to be paid for one hour at ordinary rates of pay.
  - (ii) The provisions for employees recalled to work are contained in this clause. A recall under this clause shall not be treated as overtime for any other purpose and shall not be treated as time worked for the purposes of Clause 22 Roster of Hours.
  - (iii) Whilst no provision is made as to freedom from on call, it is the intention of the parties that employees should be free from call, as far as practicable, on at least 14 days in each roster cycle of 28 days. However if required by the employer, and with the agreement of the employee, an employee can be on call in excess of 14 days in each roster cycle of 28 days. In such circumstance, the employee shall receive the daily on call allowance for each such additional episode.
  - (iv) The parties will review any situation where an employee is required to be consistently on call in excess of 14 days in each 28-day cycle.
  - (v) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
  - (vi) Employees shall not be required to be on call during any part of a rostered day off duty, ie. from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (b)

- (i) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four hours at overtime rates for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked at overtime rates.
  - (ii) Where an employee is on-call and is recalled to duty and such recall merges with the employees normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
  - (iii) A call out shall be deemed to commence at the time the employee is tasked by the Operations Centre and shall be deemed to be complete when all duties associated with the case/s are complete.
- (c) Where an employee who is on call is called out for duty which in total involves 4 hours or more actual work within 8 hours of the scheduled commencement of their next rostered shift, he or she shall be entitled to exercise the Rest Options provision of the Service's Fatigue Management Standard Operating Policy.
- (d) An employee who is not on call shall only be recalled to duty with the employee's agreement.
- Such a recall is subject to the same provisions as recalls performed when an employee is on call.
- (e) The provision of paragraph (i) of sub-clause (b) of this clause shall not apply to employees attached to One-Officer Branch Stations or to employees supplied with quarters as set out in subclause (b) of clause 38 Accommodation, who are recalled to duty but not required to leave the station, in which case, the employee shall be paid for the actual period or periods of duty in any one day a minimum of two hours at overtime rates.
- (f)
- (i) The weekly on-call allowance as set out in Item 4 of Table 2A - Allowances, of Part B, Monetary rates, shall apply in the following circumstances:
    - (1) Employees required by the Service to be on call on a roster other than a modified hours roster;
    - (2) Employees employed on or before 31 July 1988 who are required by the Service to be on call; or
    - (3) Employees who are required by the Service to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.
  - (ii) The daily on-call allowance as set out in Item 3 of the said Table 2A, Allowances of Section 8 - Monetary Rates shall apply in all other circumstances where an employee is required by the Service to be on call.
  - (iii) The provisions of paragraphs (i) and (ii) of this subclause shall not apply to resident employees in One-Officer Branch Stations, as defined in subclause (a) of clause 38, Accommodation.
  - (iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.
- (g) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a service vehicle is provided for this purpose.

- (h) If an employee rostered on call is required to use his or her own motor vehicle, then he or she shall be paid the specified journey rate as prescribed by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996, as amended from time to time, for all kilometres travelled.

#### **24. Overtime**

- (a) Subject to clause 23, Employees On Call, all time worked in excess of the rostered hours on any one day shall be paid for at the rate of time and one-half for the first two hours and thereafter at the rate of double time, provided that overtime worked on a Public Holiday shall be paid for at the rate of double time and one-half.
- (b) Overtime shall be computed on the wages prescribed by Tables 1A and 1B in Section 8 - Monetary Rates, and the allowance prescribed by clause 23, Employees On Call, as compensation for time on-call shall be disregarded.
- (c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the Service.
- (d) Should an employee be required to work overtime for more than two hours before his or her normal commencing time, or after his or her normal ceasing time, he or she shall be paid a meal allowance as set out in Item 11 of Table 2A - Allowances of Section 8 - Monetary Rates, and shall be paid such allowance after every subsequent four hours of overtime worked.
- (e) Where an employee is required to work a complete overtime shift, he or she shall be given the appropriate meal break for that shift. However, the meal penalty provision of subclause (b) of clause 20, Hours of Duty, shall not apply.
- (f) 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.

#### **25. Reasonable Hours**

- (a) Subject to sub-clause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) 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.
- (c) For the purposes of subclause (b) what is reasonable or otherwise will be determined having regard to:
- (i) Any risk to employee health and safety.
  - (ii) The employee's personal circumstances including any family and carer responsibilities.
  - (iii) The needs of the workplace or enterprise.
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

#### **26. Time Off in Lieu of Overtime**

- (a) The parties agree that an employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of payment for the overtime.
- (b) This clause is subject to the following:
- (i) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked;

- (ii) Time off in lieu of overtime must be taken within three months of the overtime being worked;
- (iii) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;
- (iv) The option of taking time off in lieu of overtime is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu of overtime but employees working in other locations and settings within the Service may not.
- (v) Employees cannot be compelled to take time off in lieu of overtime;
- (vi) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the Service;
- (vii) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the Service and the employee;
- (viii) No more than 38hrs of time off in lieu of overtime can be accumulated by an employee.
- (ix) In making overtime available to employees the Service will not discriminate between those employees who elect to take time off in lieu of overtime in preference to those employees who elect to be paid for overtime in accordance with clause 23, Employees On Call, and/or clause 24, Overtime.

#### **27. Penalty Rates for Shift Work and Weekend Work**

- (a) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:
  - (i) Afternoon shift commencing at or after 10.00 am and before 1.00 pm - 10 per cent.
  - (ii) Afternoon shift commencing at or after 1.00 pm and before 4.00 pm - 12.5 per cent.
  - (iii) Night shift commencing at or after 4.00 pm and before 4.00 am - 15 per cent.
  - (iv) Night shift commencing at or after 4.00 am and before 6.00 am - 10 per cent.
  - (v) The additional payments prescribed under this subclause shall not form part of the employee's ordinary pay for the purpose of this Award.
- (b) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight 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 (a) of this clause.
- (c) Employees who work overtime on Saturdays and Sundays shall be paid time and one half for the first two hours then at double time at the appropriate rate prescribed herein.
- (d) The provisions of this clause shall not apply to work performed on a public holiday or special public holiday.

#### **28. Public Holidays**

- (a) For the purpose of this clause, the following shall be 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 and Boxing Day and any other standard public holiday declared under section 4 of part 2 of the Public Holidays Act 2010.

(b)

- (i) An employee to whom subparagraph (1) and (2) of subclause (a) of clause 29, Annual Leave, applies and who is required to and does work on a public holiday or a special public holiday shall be paid for the time actually worked on such holiday at the rate of double time and a half.
- (ii) An employee to whom subparagraph (3) and (4) of subclause (a) of the said clause 29 applies and who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary weekly rate of pay prescribed Table 1A and 1B Section 8 - Monetary Rates, at the rate of one half time extra for the rostered time actually worked on such public holiday.
- (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in the said Wages Tables in Section 8 - Monetary Rates.

(c) Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in stations located

in such city or town. Equivalent payment means double time and one-half.

Where a shiftworker's rostered day off falls due on such day, he or she shall be paid, in addition to his appropriate weekly rate of pay, an extra day or half days pay at ordinary rates, whichever is applicable.

(d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service to be taken in the Christmas New Year period, or other suitable period as agreed between the Service and the Union and shall be regarded for all purposes of this clause as any other public holiday.

Where a shiftworker's rostered day off or annual leave falls due on such a day, he or she shall be paid, in addition to his or her appropriate weekly rate of pay, an extra days pay at ordinary rates.

The foregoing will not apply in areas where, in each year, a day, in addition to the ten named public holidays specified in subclause (a) 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 subclause (a) 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 (a) 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 will be observed which would otherwise apply as a result of this subclause.

## **SECTION 5. LEAVE ENTITLEMENTS**

### **29. Annual Leave**

(a) Annual Leave shall be granted on completion of each 12 months service as follows:

- (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
- (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
- (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.



- (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this sub-paragraph commenced accrual on 4 February 2002)
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, than annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that two weeks pay has been provided to those employees to whom paragraph (iii) and (iv) of subclause (a) of this clause applies in lieu of and in consideration of public holidays being worked by such employees or which have occurred on a rostered day off.
- (d) To the leave prescribed by paragraph (1) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday or one half working day for each half public holiday or special half public holiday which occurs during a period of annual leave.
- (e)
  - (i) Once an employee becomes entitled to annual leave (ie. after the initial 12 month period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. Provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months. Providing further that, with the agreement of the Service, an employee may take their annual leave in one period of 6 weeks duration.
  - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (i) of this subclause.
  - (iii) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
  - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the Service, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
  - (v) Employees may exchange/split annual leave by mutual arrangements with the approval of the Service, provided that such exchange complies with paragraph (i) of this subclause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an allocated day off duty as prescribed in clause 21, Allocated Days Off, shall not accrue when an employee is absent during their four weeks annual leave as provided for under the terms of the Annual Holidays Act 1944. However, employees entitled to allocated days off duty in

accordance with the said clause 21 shall accrue credit towards an allocated day off duty in respect to any additional periods of annual leave which is granted to employees in excess of the abovementioned four weeks.

### **30. Annual Leave Loading**

- (a) Employees who, under the Annual Holidays Act 1944, become entitled to annual leave under this clause shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by clause 11 Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per clause 29 (a)(1)-(4) and provided further that in no instance is the calculated amount to exceed \$1,112.30.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) Where a shiftworker is given and takes annual leave, he or she shall be paid the loading set out in subclause (a) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a), then that amount shall be paid to the employee in lieu of the loading.
- (g) The annual leave loading or the shift penalties, whichever is appropriate, shall be paid before the employee commences annual leave.
- (h) Notwithstanding the provisions of subclause (g) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave Loading or shift penalties on a fortnightly basis which coincides with the normal fortnightly pay period.

### **31. Family and Community Services Leave and Personal/Carer's Leave**

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the Ministry's Policy Directive 2014\_029, Leave Matters for the NSW Health Service.

#### **31A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.

- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

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

This clause is to be read in conjunction with the provisions in the Service's Instructional Circular 05/16 or subsequent replacement Instructional Circulars as issued by the Service.

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

##### **(a) Eligibility for Paid Maternity Leave**

###### **(i) Full time employees**

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

###### **(ii) Permanent part-time employees**

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- (ii) 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 (28) 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.

- (ii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(c) Entitlements to Unpaid Maternity Leave

- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
- (ii) Full time or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(d) Applications for Maternity Leave

- (i) An employee who intends to proceed on maternity leave should formally notify their Operations Manager/Operations Centre Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
  - (1) The intention to proceed on maternity leave;
  - (2) The expected date of birth certified by a medical practitioner;
  - (3) The period of leave to be taken;
  - (4) The date on which maternity leave is to commence;
  - (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
  - (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) 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.

(h) Effect of Maternity Leave on Accrual of Leave, Increments, etc

- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).
- (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. 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. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
- (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
- (iv) 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.

- (v) Except in the case of employees who have completed ten (10) 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 (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
  - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, ie. 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.
- (i) **Illness Associated with Pregnancy**
- (i) 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 any sick leave without pay.
  - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) **Effect of Premature Birth on Payment of Maternity Leave**
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) **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 or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) **Miscarriage**
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.
- (m) **Fitness to Continue Working During Pregnancy and Alternative Work**
- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
  - (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. 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.
  - (iii) Pregnant Ambulance Officers and Patient Transport Officers may take up their entitlement to alternative duties at any time during their pregnancy if their medical condition determines they are unable to carry out normal duties.
- (n) **Medical Certificate Requirement**
- In the case of Ambulance Officers and Patient Transport Officers a medical certificate must be provided at 24 weeks gestation to their supervisor, confirming fitness and ability to continue working in normal duties.

(o) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) 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 and/or qualified.

(p) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

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 2 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.)

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

**B. Adoption Leave**

(a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave .
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from 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 (28) 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.

(ii) 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.

(c) Applications for Adoption Leave

- (i) 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, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave Same provisions as maternity leave.

(e) Variations of Adoption Leave Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc Same provisions as maternity leave.

(h) Right to Return to Previous Position Same provisions as maternity leave.



(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

**C. Parental Leave**

(a) Eligibility for Parental Leave

(i) Full time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) 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:

- (i) 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).
- (ii) 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.
- (iii) A further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

- (i) 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.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. 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.
- (iii) 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.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:  
  
if applicable, the period of any maternity leave sought or taken by his spouse, and that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(g) Right to Return to Previous Position Same provisions as maternity leave.

(h) Portability of Service for Paid Parental Leave Same provisions as maternity leave.

**D. Right to Request**

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age,  
  
to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
  - (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
  - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours, that is for long service leave the period of service is to be converted to the full time equivalent and accredited accordingly.

#### **E. Communication During Leave**

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (a) of this Part.

#### **32A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

### **33. Study Leave**

Employees shall be granted study leave on such terms and conditions prescribed by the Service's Instructional Circular 96/4.

### **34. Trade Union Leave**

Employees shall be granted trade union leave on such terms and conditions prescribed by the Ministry's Policy Directive 2014\_029.

### **35. Long Service Leave**

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the Government Sector Employment Act 2013, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) 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.
- (c) 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.

### **36. Sick Leave**

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
  - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate 114 hours in any period of 12 months.
  - (ii) Sick leave hours will be deducted at a rate equal to the length of the shift for which the employee was rostered ie sick leave hours will be deducted for the equivalent number of ordinary hours that would otherwise have been worked.
  - (iii) In the event of an employee not taking the full period of 114 hours in any period of 12 months, the untaken period of such leave shall accumulate.

A maximum of 76 hours of the untaken hours in each period of 12 months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
  - (iv) Periods of less than 38 hours shall not be re-credited to employees who are sick whilst on annual leave or long service leave.
- (b) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.

- (c) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four hours but in any case no less than one hour before the commencement time of duty and inform the Service, as far as possible, the estimated duration of same.
- (d) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where  
  
the absence does not exceed two consecutive days or where, in the Services opinion, circumstances are such as not to warrant such requirements.
- (e) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employee'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-time hours. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (f) Any accumulation of sick leave standing to the credit of an employee as at 6 February 1998 shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

## **SECTION 6. MISCELLANEOUS**

### **37. Uniforms**

- (a)
  - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
  - (ii) The Service will provide uniforms in accordance with its Uniform Policy. Any change to the policy will be the subject of consultation.
  - (iii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
  - (iv) The Service shall provide any other special clothing which the Service requires an employee to wear.
  - (v) Articles of uniform and special clothing issued under paragraphs (i) and (iv) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Item 12 of Table 2A of Section 8 Monetary Rates.

### **38. Accommodation**

- (a) One-Officer Branch Stations - As compensation for time on-call, employees shall be given accommodation rent free and shall be supplied, without charge, with fuel and light. The on-call allowance as set out in paragraph (i) and (ii) of subclause (d) of clause 23, Employees On Call, shall not apply.

Employees shall be given relief from duty from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties, and shall be paid the maximum rate prescribed by this Award for Paramedics.

Days of relief from duty for an employee who works on a roster other than a modified hours roster may be accumulated by mutual arrangement between the employee and the Service up to a maximum of eight days. Nothing in this subclause shall be deemed to prohibit an employee in a one-officer branch station from temporarily leaving the station at times when he or she is rostered on duty or on-call after having made arrangements satisfactory to the Service for the proper carrying on by him or her of the service during the temporary absence.

- (b) Two-Officer Branch Stations - If an employee is supplied with quarters attached to an ambulance station, the maximum weekly rent shall not exceed the weekly on-call allowance specified in Item 4 of Table 2A - Allowances of Part B, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Ministry's Policy Directive 2005\_089.
- (d) Where an employee is provided with accommodation and is transferred or resigns, he or she shall be given not less than four weeks' notice to vacate such accommodation, such notice to take effect from the date of notification of transfer or resignation.

### **39. Lockers and Showers**

- (a) The Service shall provide for the use of the employees hot and cold showers and washbasins and for each employee a locker with suitable hanging facilities. Lavatory accommodation, when situated in shower or locker rooms, shall be effectively partitioned there from.
- (b) Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee of the Service appointed by the Chief Executive, or his or her nominee, and if practicable an Union Sub-Branch Officer, otherwise by any two employees of the Service, one of whom is nominated by the Union

### **40. Union Subscriptions**

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

### **41. Union Notice Boards**

Each ambulance station and ambulance workplace 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.

## **SECTION 7. AWARD PARAMETERS**

### **42. Issues Resolution**

- (a) The parties must:
  - (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
  - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
  - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
  - (i) The interpretation, application or operation of this Award; or

- (ii) Any allegation of discrimination in employment within the meaning of the Anti-Discrimination Act 1977 which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive (and/or his/her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the Industrial Relations Act 1996, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (g) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
  - (i) Immediately before the issue arose; or
  - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a disputes committee consisting of not more than six members with equal representatives of the Service and the Union. Such committee shall have the power to investigate all matters in dispute and report to the 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 the Committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

### **43. Anti-Discrimination**

- (a) 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.
- (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.
- (d) Nothing in this clause is to be taken to affect:
  - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) 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) A 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 the parties by the legislation referred to in this clause.

#### NOTES -

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) 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."

#### 44. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

#### 45. Exemptions

- (a) On and from 25 November 1977, in respect of conditions of employment relating to meals, meal breaks, on-call, Sunday penalty rates, annual leave, annual leave loading, sick leave, Relieving other members of staff, hours, working week and the issue of shoes or boots, gauntlets or gloves for employees attached to the former Hunter Region Ambulance District (as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963), reference is to be made to Determinations of the Health Commission dated 25 November 1977 and 14 December 1979.

For the purposes of this, the Hunter Ambulance District shall mean the Hunter Ambulance District as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963, viz:

Commencing on the coast between Munmorah Lake and Tuggerah or Budgewoi or Middle Lake, thence in a westerly direction to the northern shore of Tuggerah or Budgewoi or Middle Lake, thence by the northern shore of that Lake (including Budgewoi, Halekulani and Buff Point) to Wallarah Creek, thence in a straight line to the junction of the MacDonal River and Yengo (or Boree) Creek, thence by the MacDonal River in a northerly direction to where it joins the Wareng (or Howes Valley) Creek, thence by the Big Broken Back Range to Payne's Crossing, thence in a straight line to "Mistletoe", thence by the road to Belford Railway Station, thence by the Main Northern Railway line to Black Creek and by the road from Stanhope to Cranky Corner and then by the road to "The Pass", thence by a straight line to Mount Royal, thence in a straight line to Eccleston, thence by the road to Salisbury Gap, then on to (but excluding) Salisbury, thence by the Wallorobba Range to the Railway Gates on the North Coast Railway



Line, thence by the road to Wallarobba, thence by the most direct road to where it meets the Dungog-Clarencetown Road south of Brookfield, thence by that road to the bridge over the Williams River at Clarencetown (including Clarencetown), thence by that road to a point one mile south of Limeburners Creek, thence by a straight line to Dark Point on the coast, thence by the coast to the point of commencement.

- (b) This exemption shall only apply to those employees employed as such immediately prior to 14 October 1992.

#### 46. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

#### 47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Operational Ambulance Officers (State) Award published 14 August 2015 (377 I.G. 1723) and all variations thereof.
- (b) It shall apply to all employees as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.

### SECTION 8. MONETARY RATES

Note:- all rates contained in the following tables are effective from the first full pay period commencing on or after the date listed in the table.

**Table 1A - Wages**

Classification	1.7.2016 (2.5%) per week \$
<b>Patient Transport Officer</b>	
Year 1	969.00
Year 2	1012.20
<b>Trainee Paramedic</b>	
	1,130.70
<b>Paramedic Intern</b>	
Year 1	1,162.80
Year 2	1,185.10
<b>Paramedic</b>	
Year 1	1,261.20
Year 2	1,352.30
<b>Paramedic Specialist</b>	
Year 1	1,453.60
Year 2	1,493.60
Year 3	1,538.40
<b>Critical Care Paramedic (Aeromedical)</b>	
Year 1	1,626.50
Year 2	1,668.70
<b>Critical Care Paramedic (Aeromedical) Team Leader</b>	1,752.10

Team Leader	1,615.40
Station Manager	1,677.10
District Manager	1,738.50
Clinical Training Officer	1,738.50
Clinical / Paramedic Educator	
Year 1	2,116.00
Year 2	2,259.50

**Table 1B - Operations Centre Staff - Wages**

Classification	Rate from 1.7.2016 (2.5%) per week \$
<b>Ambulance Operations Centre - Non Paramedic</b>	
Trainee	1170.60
Year 1	1203.80
Year 2	1226.90
<b>Ambulance Operations Centre Paramedic</b>	
Year 1	1305.30
Year 2	1400.00
<b>Ambulance Operations Centre Paramedic Specialist</b>	
Year 1	1443.20
Year 2	1481.90
Year 3	1528.10
Duty Operations Centre Officer	1726.80
Senior Operations Centre Officer	1775.70
Aeromedical Operations Centre Officer	1765.90

**Table 2A - Allowances**

Item No	Clause	Brief Description	01/07/2016 2.5% \$
1	5	Specialist Allowance	45.30
2	5	Rescue (Standby) Allowance	15.60
3	23	On Call Allowance (per 24 hrs)	21.80
4	23	On Call Allowance (per week)	87.90
5	5	Ambulance Studies Certificate Allowance (current recipients only)	26.50
6	13	Climatic and Isolation Allowance (a)*	4.40
7	13	Climatic and Isolation Allowance (b)*	8.90
8	15	Travelling Meal Allowance*	27.70
9	15c(i)	Meal Away from Station Allowance*	28.80
10	15c(ii)	Crib Away From Station Allowance*	14.40
11	24	Overtime Meal Allowance*	28.80
13	37	Laundry Allowance per week*	12.80

\* This is not subject to Award wages increases.

**Table 2B - Additional Allowances**

Uniformed Operations Centres Staff

Item No.	Clause	Brief Description	01/07/2016 2.5% \$
1	5	Operations Centre (standby) Allowance	23.40
2	5	Operations Centre Allowance (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time.)	92.80
3	5	Duty Operations Centre Officer-Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998).	14.60

**Table 2C - Living Away From Home Allowance**

Clause	Brief Description	01/07/2015 \$
16	Living Away From Home Allowance*	Tier 1 - \$123.48 Tier 2 - \$114.14

\*This is not subject to Award wages increases.

**SECTION 9. TRANSITIONAL ARRANGEMENTS**

The transition of employees into the 2008 classification structure effective from the first pay period commencing on or after 12 September 2008:

Prior September 2008	After September 2008
Patient Transport Officer	Patient Transport Officer
Trainee and Year 1	Year 1
Year 2	Year 2
Ambulance Officer Trainee & Year 1	Trainee Paramedic
Ambulance Officer Grade 1	Paramedic Intern
Year 1	Year 1
Year 2	Year 2
Ambulance Officer Grade 2	Paramedic
Year 1-3	Year 1
Year 4-7	Year 2
Ambulance Officer Grade 2 (with Advanced Life Support qual)	Paramedic Specialist Year 1
Ambulance Officer Grade 2 (with Intensive Care Paramedic qual.)	Paramedic Specialist
Year 2-3	Year 1
Year 4-5	Year 2
Year 6-7	Year 3
Station Officer Grade 1	Team Leader
Station Officer Grade 2	Station Manager
District Officer	District Manager
Clinical Training Officer	Clinical Training Officer
Ambulance Technical Educator	Clinical Training Officer
Clinical / Paramedic Educator	Clinical / Paramedic Educator
Grade 1	Grade 1
Grade 2	Grade 2
Ambulance Operations Centre - Non Paramedic	Ambulance Operations Centre - Non Paramedic

Trainee	Trainee
Year 1	Year 1
Year 2	Year 2
Ambulance Operations Centre Grade 2	Ambulance Operations Centre Paramedic
Year 1-3	Year 1
Year 4-7	Year 2
Ambulance Operations Centre Grade 2 (with Intensive Care Paramedic qual.)	Ambulance Operations Centre Paramedic Specialist
Year 2-3	Year 1
Year 4-5	Year 2
Year 6-7	Year 3
Duty Operations Centre Officer	Duty Operations Centre Officer
Senior Operations Centre Officer	Senior Operations Centre Officer
Aeromedical Operations Centre Officer	Aeromedical Operations Centre Officer

**TRANSITIONAL ARRANGEMENTS FOR CRITICAL CARE PARAMEDIC (AEROMEDICAL)  
AND CRITICAL CARE PARAMEDIC (AEROMEDICAL) TEAM LEADER**

- a. Those paramedics who, as at 11 July 2015, are appointed to a Team Leader position identified as such by the Service within the Helicopter Retrieval Service in the Health Emergency and Aeromedical Service Directorate of the Service will transition to the Critical Care Paramedic (Aeromedical) Team Leader rate in Table 1A, Wages in Section 8 on and from 11 July 2015
- b. Those paramedics who, as at 11 July 2015, have been appointed to paramedic specialist positions within the Helicopter Retrieval Service in the Health Emergency and Aeromedical Service Directorate of the Service for more than one year will transition to the Critical Care Paramedic (Aeromedical) Year 2 rate in Table 1A Wages in Section 8 on and from 11 July 2015.
- c. Those paramedics who, as at 11 July 2015, have been appointed to paramedic specialist positions within the Helicopter Retrieval Service in the Health Emergency and Aeromedical Service Directorate of the Service for less than one year will transition to the Critical Care Paramedic (Aeromedical) Year 1 rate in Table 1A, Wages in Section 8 on and from 11 July 2015 and will move to the Critical Care Paramedic (Aeromedical) Year 2 rate in Table 1A, Wages in section 8 on the anniversary of their appointment.

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(Case No. 2016/187257)

Before Commissioner Murphy

4 July 2016

### AWARD

### PART A

#### 1. Arrangement

##### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims

##### PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

#### 2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 3 July 2015 (377 I.G. 1069).
- (c) This award shall take effect on and from 1 July 2016 and the award will remain in force until 30 June 2017.

#### 3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

#### **4. All Incidence of Employment Allowance**

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

#### **5. Hours of Work**

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

#### **6. Leave Entitlements**

- (a)
  - (i) Annual Leave – Reporting staff shall accrue 30 days annual leave each 12 months of service.
  - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the Editor of Debates considers that appropriate given the requirements of the department.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2

weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.

- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the *Crown Employees (Parliament House Conditions of Employment) Award 2015* or any replacement thereof.

## **7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements**

### 7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  1. 'relative' means - person related to blood, marriage or affinity;
  2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
  3. 'household' means - a family group living in the same domestic dwelling.

### 7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

### 7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
  - (i) 2 ½ days in the employee's first year of services;
  - (ii) 2 ½ days in the employee's second year of service; and
  - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

### 7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

### 7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the employee being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the



employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

#### 7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

#### 7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

#### 7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

### **8. Saving of Rights**

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

### **9. Anti Discrimination**

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the Industrial Relations Act 1996 to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer
- (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

### **10. Dispute Avoidance and Settling Procedures**

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

#### **Step 1**

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

#### **Step 2**

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

#### **Step 3**

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

## Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

### 11. No Extra Claims

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

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

## PART B

### Monetary Rates

**Table 1 - Salaries effective from the first full pay period after:**

Classification	1 July 2015 \$	1 July 2016 \$
Reporter		
1st year of service	87147	89326
2nd year of service	90647	92913
3rd year of service	95416	97801
4th year of service	99365	101849
5th year of service	102223	104779
Senior Reporter	105256	107887
Sub Editor	113390	116225
Senior Sub Editor	120144	123148
Deputy Editor	127544	130733

**Table 2 - All Incidence of Employment Allowance - all classifications**

1 July 2015 \$	1 July 2016 \$
17573	18012

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

## PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198881)

Before Commissioner Murphy

7 July 2016

### AWARD

#### 1. Arrangement

##### PART A

Clause No.	Subject Matter
12	Annual Leave
24	Anti-Discrimination
32	Area, Incidence and Duration
1	Arrangement
17	Continuing Medical Education
2	Definitions
15	Family and Community Services Leave and Personal/Carer's Leave
15A	Family Violence Leave
29	Higher Duties Allowance
7	Hours of Work
6	In-Charge Allowance
23	Labour Flexibility
20	Long Service Leave
21	Maternity, Adoption and Parental Leave
21A	Lactation Breaks
31	No Extra Claims
11	On-Call and Call-Back
10	Overtime
8	Penalty Rates
13	Public Holidays
28	Reasonable Hours
25	Redundancy - Managing Excess Employees
3	Salaries
5	Salary increases and work value
26	Salary Sacrifice to Superannuation
27	Salary Packaging
4	Senior Career Medical Officer
18	Settlement of Disputes
14	Sick Leave
9	Time Worked
22	Trade Union Leave
19	Travelling Allowances
30	Underpayment and Overpayment of Salaries
16	Uniform and Laundry Allowance

**PART B**

Table 1 - Allowances

**PART A****2. Definitions**

"Association" means the Australian Salaried Medical Officers' Federation (New South Wales) or the Health Services Union NSW.

"Career Medical Officer" means a medical practitioner who is registered with the Medical Board of Australia and is not employed under the classifications set out in the Public Hospital (Medical Officers) Award.

"Ministry" means the NSW Ministry of Health.

"Secretary" means the Secretary of the Ministry of Health.

"Employer" means the Secretary exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

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

"Public Health Organisation" means an organisation defined in section 7 of the Health Services Act 1997 as follows:

- (a) a Local Health District; or
- (b) a statutory health organisation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

**3. Salaries**

Part A -

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

Career Medical Officers with less than five years postgraduate experience shall be appointed to Grade 1.

Career Medical Officers with five years postgraduate experience or more shall be appointed to Grade 2.

Progression within Grades 1 and 2 shall occur on the anniversary of appointment. Provided that nothing in this clause precludes the employer, at the employer's sole discretion, from:

- (i) initially appointing a Career Medical Officer to a higher step within the relevant grade; or
- (ii) accelerating a Career Medical Officer through the steps within the relevant grade irrespective of length of service.

Provided that an employee employed on the Transitional Grade as at the commencement date of this Award shall remain on that scale. Progression within the Transitional Grade shall be in accordance with the provisions of this Award.

Individual Career Medical Officers employed as at 26 May 2005 in receipt of a salary higher than that of Senior Registrar as set out in the Health Professional and Medical Salaries (State) Award may reach written agreement with the employer that overtime payment will be calculated on the salary ascribed to

Senior Registrar, as varied from time to time. Any such agreement will require further written agreement on an annual basis.

Part B -

- (a) For the purpose of calculation of payments to employees pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying "one hour's pay" (as calculated in accordance with the above formula) by 7.6.

- (b) Employees shall be eligible to progress to the next higher step in the scale on the anniversary of the date on which they were appointed.

Part C - Permanent Part-Time Career Medical Officers

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Employees engaged under Part C of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Part A, with a minimum payment of two hours for each start and one thirty-eighth of the appropriate allowances prescribed by Clause 16, Uniform and Laundry Allowances, if applicable but shall not be entitled to an additional day off or part thereof as prescribed by Clause 7, Hours of Work.
- (iii) Employees engaged under Part C of this clause 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.
- (iv) Employees engaged under Part C of this clause are entitled to contribute to the appropriate superannuation scheme subject to the requirements of relevant legislation.
- (v) A permanent part-time employee will progress to the next incremental step every 12 months from the date of commencement of employment, provided the work performed by the employee outside the scope of the part-time agreement is commensurate with the experience of a full-time employee and is acceptable to the employer. This subclause does not preclude accelerated progression.

**4. Senior Career Medical Officer**

- (i) A grading committee consisting of two nominees of the Ministry and two representatives of the Association(s) shall be constituted to consider and make recommendations to the employer in relation to appointment to the Senior Career Medical Officer grade. The committee shall meet to consider an application for progression to this grade by a Career Medical Officer within 28 days of an application being submitted to the employer.
- (ii) The grading committee shall not recommend appointment to the Senior Career Medical Officer grade unless the individual:
- (a) has at least seven years postgraduate clinical experience; and
- (b) has a demonstrated capacity to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality; and

- (c) is required by the employer to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality as required by the employer.
- (iii) If a grading committee does not recommend progression by a Career Medical Officer to Senior Career Medical Officer then the committee must provide written reasons to why progression was not recommended, which should provide guidance in respect of any future applications. Such written reasons must be provided to the Career Medical Officer within 21 days of the date of the meeting held to consider the application for regrading.
- (iv) A Career Medical Officer shall not make more than one application for progression to Senior Career Medical Officer in any 12 month period.
- (v) Subject to subclause (vi) of this clause, a Senior Career Medical Officer will progress to the second step of the Senior Career Medical Officer grade on the anniversary of his or her commencement on that grade.
- (vi) A Career Medical Officer appointed to the Transitional Grade shall be entitled to apply to be appointed to the Senior Career Medical Officer grade in accordance with the provisions of this clause. Provided that a Career Medical Officer who has been employed on the top step of the Transitional Grade for at least 12 months and who is appointed as a Senior Career Medical Officer shall be entitled to progress to the second step of the Senior Career Medical Officer grade after six months.

#### **5. Work Value**

The employer and the Associations agree that the salary rates provided under this Award recognise and cover all work value change and productivity gains for the period up to 1 July 2007 and extinguish all work value, special case or other claims prior to that date for Career Medical Officers.

#### **6. In-Charge Allowance**

An allowance as set out in Item 1 of Table 1 - Allowances shall be paid to employees for each twelve hours of duty or part thereof of continuous in-charge duty for responsibility for after hours medical services. This allowance shall be varied in accordance with increases in salary rates under this Award.

#### **7. Hours of Work**

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering employees for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting employees roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an employee shall be paid the monetary value of any untaken additional roster leave, calculated at the employee's ordinary time rate of pay as prescribed by Clause 3, Salaries.
- (ii) Employees shall be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than eight hours in length on a weekday or less than four hours in length on a Saturday, Sunday or public holiday.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.

- (vi) Where in any pay period, an employee is not employed for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number -

Number of calendar days employed

Number of calendar days in pay period

- (vii) Employees shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This subclause shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.
- (viii) In the interests of patient care and the health and welfare of medical staff, employees shall have a break from duty for the purpose of taking a meal. There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (ix) If employees are required to work during their meal breaks they shall be paid for the time worked. Unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed.
- (x) Medical administrators are to establish simple and effective procedures in consultation with employees to record when staff are required to work through their meal breaks and to ensure that payment is made.

#### **8. Penalty Rates**

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate:

- (i) Hours worked between 6.00 pm and midnight, Monday to Friday - 12.5%.
- (ii) Midnight and 8.00 am, midnight Sunday to midnight Friday - 25%.
- (iii) Midnight Friday and midnight Saturday - 50%.
- (iv) Midnight Saturday and midnight Sunday - 75%.

#### **9. Time Worked**

Time worked means the time during which an employee is required by the employer to be in attendance at a hospital for the purpose of carrying out such functions as the employer may call on him/her to perform, and it shall include times when the employee, in waiting to carry out some active functions, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include uninterrupted breaks allowed and actually taken for meals.

Provided further that where an employee attends of his/her own volition outside of hours rostered on duty, or where an employee remains in attendance when formally released from the obligation to perform professional duties, the employer shall not be liable to make any payment for such attendance.

#### **10. Overtime**

- (i) All time worked by employees in excess of the ordinary hours specified in clause 7, Hours of Work, shall be paid at the rate of time and one half for the first two hours, and double time for the remaining hours worked, provided that all overtime performed on a Sunday shall be at double time.
- (ii) All time worked by employees employed pursuant to Part C, Permanent Part-Time Career Medical Officers, of clause 3, Salaries, in excess of the rostered daily ordinary hours of work prescribed for the



majority of full-time employees employed on that shift shall be paid at the appropriate overtime rate prescribed herein. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on the shift 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.

- (iii) An employee who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime the meal allowance as determined by the Industrial Relations Secretary from time to time:
  - (a) for breakfast when commencing such overtime work at or before 6.00 am;
  - (b) 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 pm;
  - (c) for luncheon when such overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays;or shall be provided with adequate meals in lieu of such payments.
- (iv) Provided however that an employee employed in a community health facility shall be granted time in lieu of overtime payments. Such time in lieu shall be taken within three months of accrual and at ordinary time. If such accrued time in lieu is unable to be taken within the three month period, it is to be paid out at the end of the three month period in accordance with subclause (i) above at the current rates of pay then applying.

#### **11. On-Call and Call-Back**

- (i) An "on-call period" is a period during which an employee is required by the employer to be on-call. No employee shall be required to remain on call while on leave.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An employee shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 2 of Table 1 - Allowances and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 2 with a maximum payment as set out in the said Item 2 per week. These allowances shall be varied in accordance with increases in salary rates under this Award.
- (iv) Subject to subclause (v) below, an employee who is called back for duty shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates. If an employee is called back on more than one occasion during the call back period for which he or she is paid, the employee will not be entitled to further payment until the expiration of the four hour payment period.
- (v) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates.
- (vi) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred being available for emergency duty.

#### **12. Annual Leave**

- (i) All employees shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months service as defined in this Award plus one day on full pay in respect of each public holiday occurring within the period of such leave.

- (ii) Employees who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
- (a) if 35 or more such periods on such days have been worked - one week;
  - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
  - (c) work performed by reason of call-backs pursuant to clause 10, Overtime, shall be disregarded when assessing an employee's entitlement under this subclause.
  - (d) The calculations referred to in paragraphs (a) and (b) of this sub-clause 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.
  - (e) An employee, with accrued additional annual leave pursuant to this subclause (ii), can elect at any time to be paid an amount equivalent to the value of accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (iii) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the employee, be postponed for a further period not exceeding six months.
- (iv) If the employee and the employer so agree, the annual leave or any such separate periods may be taken wholly or partly in advance before the employee has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (v) Except as provided by this clause, payment shall not be made to an employee in lieu of any annual leave or part thereof nor shall any such payment be accepted by the employee.
- (vi) The employee shall be given at least two months notice of the date from which his/her annual leave is to be taken.
- (vii) Each employee shall be paid before entering upon annual leave his/her ordinary rate of salary for the period of leave.
- (viii) Where the employment of an employee is terminated, the employee shall be entitled to receive proportionate payment for each completed month of service, together with such additional annual leave entitlements due under sub clause (ii). All payments are to be made at the rate of salary to which such employee is entitled under this Award.
- (ix) Where the annual leave under this clause or any part thereof has been taken in advance by an employee pursuant to sub clause (iv), of this clause; and
- (a) the employment of the employee is terminated before he/she has completed the year of employment in respect of which such annual leave or part thereof was taken; and
  - (b) the sum paid to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under sub clause (viii) of this clause,

the employer shall not be liable to make any payment to the employee under the said sub clause (viii); and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

- (x) Any annual leave which had accrued to an employee employed immediately prior to the operative date of this Award under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an employee under the provisions of this clause.

(NOTATION: The conditions under which the annual leave loading shall be paid to employees are the same as generally applied through policy directives issued by the Ministry).

### **13. Public Holidays**

- (i) Public Holidays shall be allowed to employees on full pay.
- (ii) Where an employee is required to and does work on any of the public holidays, as set out in this clause, the employee shall have one day added to the period of his/her annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the employee. The provisions of this sub clause shall also apply to employees where a public holiday falls on a rostered day off.
- (iii) Provided that an employee who has accrued additional annual leave referred to in paragraph (ii) of this subclause can elect at any time to be paid an amount equivalent to the value of accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (iv) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital in which the employee is employed is situated.
- (v) All hours worked on public holidays shall be paid at the rate of time and one half.

### **14. Sick Leave**

- (i) An employee shall be allowed sick leave on full pay calculated 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) The employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner, approved by the employer, or may require other satisfactory evidence thereof. This requirement shall be dispensed with where the absence does not exceed two consecutive days.
- (b) An employee shall not be entitled to sick leave until the expiration of three months' continuous service.
- (c) Each employee 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 of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay, if the employee elects such payment. The employee'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.

- (e) An employee not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of Clause 20, Long Service Leave.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable under clause 16, Uniform and Laundry Allowance.
- (iv) Sick leave as defined shall accrue and be transferable between hospitals, at the rate of 76 rostered ordinary hours of work per year of continuous service, minus leave taken.
- (v) Any sick leave which had accrued to an employee employed immediately prior to the operative date of this Award, under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an employee under the provisions of this clause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual or long service leave shall be re-credited where an illness of at least a 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 service.

#### **15. Family and Community Services Leave and Personal/Carer's Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

##### **A. FACS Leave**

- (i) FACS Leave - General
  - (a) For the purpose of this clause relating to FACS leave:
    - "relative" means a person related by blood, marriage or affinity;
    - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
  - (b) The employer may grant FACS leave to an employee:
    - (1) to provide care and/or support for sick members of the employee's relatives or household; or
    - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
  - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
  - (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement
  - (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
    - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
    - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.
  - (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

## (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

## (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

**B. Personal/Carer's Leave**

## (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

## (ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

### **C Entitlements for Casual Employees**

- (i) Bereavement entitlements for casual employees
  - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### 15A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.



- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

#### **16. Uniform and Laundry Allowances**

- (i) Sufficient suitable and serviceable uniforms shall be provided for each employee required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where an employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
  - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 3 of Table 1 - Allowances;
  - (b) in other cases, an amount as also set in Item 3 of Table 1.

#### **17. Continuing Medical Education**

- (i) After 12 months employment, an employee shall be entitled to 7 days of paid leave per annum for the purposes of Continuing Medical Education and professional development. This entitlement can accrue to a maximum of 21 days. The value of such leave is not payable on termination.
- (ii) The approval of the employer is required for such leave, which must not interfere with the maintenance of essential services and patient care. Approval shall not be unreasonably withheld.
- (iii) The Continuing Medical Education or professional development activities undertaken during such paid leave must be relevant to the position occupied by the employee.
- (iv) Expenses associated with such leave are to be reimbursed by the employer, provided that no expenses or allowances shall be payable in respect of travel or accommodation outside Australia, except in respect of courses run under the auspices of a recognised Australasian Specialist College in New Zealand. The provisions of the Ministry of Health Policy Directive PD2014\_044, Official Travel, as amended from time to time, shall apply to any travel under this clause.
- (v) Expenses shall be reimbursed where the approved Continuing Medical Education or professional development activity falls on days that would not otherwise be working days.

#### **18. 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 Public

Health Organisation 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 Association.

- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head Office of the Association(s). The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) While these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied. Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue while these procedures are being followed. For this purpose "status quo" means the work procedures and practice in place:
  - (a) immediately before the issue arose; or,
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (iv) The Association(s) reserve(s) 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 Secretary and the Association(s). Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer and the Association(s) 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 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.

#### **19. Travelling Allowances**

- (i) An employee 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 employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance equivalent to the transport allowance rate payable to members of the New South Wales Health Service as determined under the Health Services Act 1997 from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An employee who, with the approval of the chief executive officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the abovementioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the chief executive officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 805 kilometres of official running, he/she shall be paid at the official business rate payable to members of the New South Wales Public Service as determined by clause 36 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 from time to time.
- (iii) For the purpose of sub-clause (ii) travel on official business:
  - (a) occurs when an employee is required by the employer 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 employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
  - (b) does not include "call backs";

- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

NOTATION: -

- (i) For conditions relating to secondments see relevant Ministry of Health policy directives.
- (ii) Travelling compensation applies to staff required to work at centres other than their headquarters.

## 20. 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 with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 17 of the Ministry of Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.
- (b) Broken periods of service with the employer in one or more hospitals shall count as service subject to the condition that where an employee, after ceasing employment with the employer is re-employed subsequent to the 1st July 1974, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee 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 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 unless the employee transfers his or her leave entitlement in accordance with Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time. .
  - (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 employee and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an employee 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 employee may be entitled pursuant to this clause.

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

### **A Maternity Leave**

(i) Eligibility for Paid Maternity Leave

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 government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service 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 an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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 to Paid Maternity Leave

An eligible 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.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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 70 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.

(xi) Miscarriages

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave..

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

## **B Adoption Leave**

### **(i) Eligibility**

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also 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) 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.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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:

- (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
- (2) 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.

**D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
  - (iv) Where an employee wishes to make a request under subclause (i)(c):
    - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
    - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
    - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
    - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### **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 Determination made under the Health Services Act 1997.

- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

- (d) 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.

#### **21A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

#### **22. Trade Union Leave**

- (i) Eligibility

Applies to members of the Association(s) accredited by the Association(s) as delegates.

(ii) Paid Special Leave

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; and
- (b) meetings of the union's executive/committee of management;
- (c) authorised union delegate meetings;
- (d) annual conference of Unions NSW;
- (e) bi-annual conference of the Australian Council of Trade Unions.

(iii) Limits

There is no limit on the special leave that could be applied for or granted.

(iii) Responsibilities of the Union Delegate

Responsibilities of the union delegate are:

- (a) to establish accreditation as a delegate with the union;
- (b) to provide sufficient notice of absence to the employer; and,
- (c) to lodge a formal application for special leave.

(v) Responsibilities of the relevant Association

Responsibilities of the relevant Association are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and,
- (c) to provide the employer with confirmation of attendance of attendance of the accredited delegate.

(vi) Responsibilities of the employer

Responsibilities of the employer are:

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and,
- (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

(viii) Travel Time

Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is taken on an accredited delegate's non-working day or before or after their normal hours of work.

(ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this clause - see also subclause (v) above.

### **23. 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. In no circumstances shall an employee's salary be reduced by the application of this clause.

### **24. Anti-Discrimination**

- (i) 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 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 fulfillment 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:

### 25. Redundancy - Managing Excess Employees

Employees shall be entitled to the provisions of Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service as amended from time to time.

### 26. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 3 Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause 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 together with any salary packaging arrangements under Clause 27. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 3. Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.

## **27. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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 3. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

## **28. 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.

### **29. Higher Duties Allowance**

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more 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.

### **30. Underpayment and Overpayment of Salaries**

The following process will apply once the issue of underpayment or overpayment is substantiated.

#### **(i) Underpayment**

- (a) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
- (b) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

#### **(ii) Overpayment**

- (a) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (b) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
- (c) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (d) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(c) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (e) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(c) above, the Employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### **31. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**32. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospital Career Medical Officers (State) Award published 14 August 2015 (377 I.G. 1870) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittees.

**PART B****Table 1 - Allowances**

Item No.	Clause No.	Description	Rate From 1.7.2016 \$
1	6	In Charge Allowance	33.40
2	11(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	36.60
		On-call allowance per on-call period which coincides with a rostered day off	73.20
		per week	256.10
3	16(ii)(a)	Uniform and Laundry Allowance	
		- Full uniform including special shoes if required (p/week)	2.36
		- Other cases (p/week)	1.74

J.V. MURPHY, Commissioner

---

 Printed by the authority of the Industrial Registrar.

(1201)

**SERIAL C8563****PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198560)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Application
4.	Objective
5.	Supersession
6.	Training Conditions
7.	Employment Conditions
8.	Wages
9.	Grievance and Dispute Procedures
10.	No Extra Claims
11.	Area, Incidence & Duration

**PART B**

Table 1	Monetary Rates - Industry/Skill Level A
Table 2	Monetary Rates - Industry/Skill Level B
Table 3	Monetary Rates - School based Trainees

**APPENDIX A - INDUSTRY/SKILLS LEVELS****PART A****1. Title**

This Award shall be known as the Public Hospital (Training Wage) (State) Award.

**2. Definitions**

"Ambulance Service" means the Ambulance Service of NSW as referred to in section 67A of the Health Services Act 1997.

"Appropriate State Legislation" means the Apprentice and Traineeship Act 2001 (NSW) or any successor legislation.

"Approved Training" means training undertaken (both on or off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant NSW Training Authority. The training will be accredited and lead to qualifications as set out in Clause 6-Training Conditions.

"Commission" means the Industrial Relations Commission of New South Wales.

"Health Service" means a Public Health Organisation or the Ambulance Service.

"Industrial Instrument" means an Award of the New South Wales Industrial Relations Commission, Determination made pursuant to section 116A of the Health Services Act 1997 or an Agreement made pursuant to section 116A of the Health Services Act 1997.

"Ministry" means the Ministry of Health.

"Parties to a Traineeship Scheme" means the employer organisation and/or the employer and the relevant union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

"Public Health Organisation" means an organisation as defined in section 7 of the Health Services Act 1997.

"Relevant Award" means an award/agreement that applies to a Trainee, or that would have applied but for the operation of this award.

"Relevant Union" means a union party to a relevant award/agreement and which is entitled to enrol the Trainee as a member.

"Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this award and employed in terms of the public hospital award.

"Traineeship" means a system of training which has been approved by the relevant NSW Training Authority and which is being undertaken in a Health Service, either as an employee of that Health Service, or as an employee of another organisation which has allocated the trainee to the Health Service for the period of the traineeship.

"Traineeship Agreement" means an agreement made subject to the terms of this Award between an employer and the Trainee for a Traineeship and which is registered with the relevant NSW Training Authority or under the provisions of the appropriate state legislation. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

"Traineeship Scheme" means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or enterprise. A Traineeship Scheme shall not be given approval unless consultation and negotiation with the relevant union(s) regarding the terms of the proposed Traineeship Scheme has occurred. An application for approval of a Traineeship Scheme shall identify the relevant union(s) and demonstrate to the satisfaction of the relevant NSW Training Authority that the abovementioned consultation and negotiation has occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

### **3. Application**

- (a) Subject to subclause (c) of this clause this Award shall apply to persons who are undertaking a Traineeship and is to be read in conjunction with any award of the Industrial Relations Commission of New South Wales or other industrial instrument which covers the terms and conditions of employment of persons performing work in the classifications covered.
- (b) The terms and conditions of any such legally registered award of the Industrial Relations Commission of New South Wales or other industrial instrument shall apply except where inconsistent with this Award.
- (c) Notwithstanding the foregoing, this Award shall not apply to employees who were employed under any legally registered award of the Industrial Relations Commission of New South Wales or other industrial instrument prior to the date of approval of a traineeship scheme relevant to the Ministry, except where agreed between the Ministry and the relevant union(s).
- (d) This award does not apply to Apprentices.

### **4. Objective**

The objective of this award is to assist with the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Except as provided for in clause 6, Training Conditions nothing in this award shall be taken to replace the prescription of training requirements in the relevant award, former industrial agreement of the Industrial Relations Commission of New South Wales, Enterprise Agreement or other industrial instrument.

## **5. Supersession**

Any existing award or other industrial instrument provisions for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall only remain applicable in relation to ATS or CST trainees who commenced a traineeship with a Health Service before the commencement of this Award.

## **6. Training Conditions**

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant Traineeship Scheme.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant NSW Training Authority.

The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.
- (e) Training shall be directed at:
  - (i) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (eg, literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 1, or future qualifications at Level 1, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Communities.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise.

- (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 2, or future qualifications at Level 2, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Communities.

## **7. Employment Conditions**

- (a) Full Time Traineeships

- (i) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant NSW Training Authority, the employer and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
  - (ii) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
  - (iii) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
  - (iv)
    - (a) The Traineeship Agreement may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
    - (b) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the relevant award or other industrial instrument.
    - (c) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
    - (d) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
  - (v) All other terms and conditions of the relevant industrial instruments that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
  - (vi) All conditions of employment applying to temporary employees under the relevant Health Service award, other than those specified in this Award, shall apply to Trainees.
  - (vii) A Trainee who fails to complete the Traineeship or who is not offered employment upon the completion of the Traineeship shall not be entitled to any severance payments.
- (b) Full-Time School-Based Traineeships
- (i) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
  - (ii) For the purposes of this Award, a School-Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
  - (iii) School-based trainees are to be paid an amount as detailed in Table 3, School Based Trainees, of Part B, Monetary Rates.
  - (iv) School Based Traineeships are part-time and subject to additional conditions.

- (v) A "school-based Trainee" may be defined as being a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.
- (c) Part Time Traineeships
- (i) A Trainee shall be engaged as an employee on a part time basis by working less than full time ordinary hours.
- (ii) The wage rate shall be pro rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula.

$$\frac{\text{Full time wage rate (Trainee hours-Average weekly training time)}}{30.4}$$

Note: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (i.e. 20%).

- (iii) "Full time wage rate" means the appropriate rate as set out in Part B, Monetary Rates.
- (iv) "Trainee hours" shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (v) "Average weekly training time" is based upon the length of the Traineeship specified in the Traineeship Agreement or the Training Contract as follows:

$$\frac{7.6 \times 12}{\text{Length of the Traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time Trainee whose ordinary hours are 38 per week.

Note 2: The parties note that the Traineeship Agreement will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on the job work per week.

- (vi) A part time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time Trainee. All the provisions of this Award shall apply to part time Trainees except as specified in this clause.
- (vii) A part time Trainee may, by agreement, transfer from a part time to a full time Traineeship position should one become available.
- (viii) The minimum engagement periods specified in the Relevant Award shall also be applicable to part time Trainees.
- (ix) Minimum and maximum hours of work for part time employees specified in the Relevant Award shall apply to part time Trainees also. Example of the Calculation for the Wage Rate for a Part Time Traineeship



Example of the calculation for the wage rate for a part-time traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Relevant Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore  $7.6 \times 12/24 = 3.8$  hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$304.40 \times \frac{15 - 3.8}{30.4} = \$112.15 \quad \text{plus any applicable penalty rates under the relevant Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

(d) Other Conditions

For any other conditions of employment see Health Employees' Conditions of Employment (State) Award; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award; and/or Operational Ambulance Officers (State) Award.

## 8. Wages

(a)

(i) The weekly wages payable to Trainees are as provided in Table 1 - Industry/Skill Level A and Table 2 - Industry/Skill Level B, of Part B, Monetary Rates.

(ii) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.

(iii) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

(b) The weekly wages set out in Part B, Monetary Rates are payable from the first full pay period to commence on or after 16 December 2012 and include a compounding of two increases of 2.5% per annum.

(c) The weekly wages in this award recognise the 2011 and 2012 National Wage Decisions and are paid in settlement of any increases that arise should these National Wage Decisions be adopted for the purposes of awards under the Industrial Relations Act 1996.

(d) Appendix A - Industry/Skill Levels sets out the industry/skill level of an approved Traineeship. The industry/skill levels contained in Appendix A are prima facie the appropriate levels but are not determinative of the actual skill levels (i.e. Skill Level A, B, or C) that may be contained in a Traineeship Scheme.

The determination of the appropriate skill level for the purpose of determining the appropriate wage rate shall be made by the relevant NSW Training Authority based on the following criteria:

(i) Any agreement of the parties

(ii) The nature of the industry

(iii) The total training plan

- (iv) Recognition that training can be undertaken in stages
- (v) The exit skill level in the relevant award contemplated by the Traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the Award to seek to have the matters in dispute determined by the Commission.

- (e) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
  - (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
  - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed.
- (f) At the conclusion of the Traineeship, this Award ceases to apply to the employment of the Trainee and the relevant industrial instrument shall apply to the former trainee.

### **9. Grievance and Dispute Procedures**

- (a) Where any grievance, question, dispute, or difficulty arises it shall be dealt with as close to its source as possible. Where a matter is not resolved, further attempts to resolve the matter must be made at progressively higher levels of authority.
- (b) Reasonable time limits will be allowed at each level for any necessary discussion, investigation and consideration of the matter. Whilst these procedures are continuing the status quo shall remain and no stoppage of work or any other form of ban or limitation of work shall be applied.
- (c) A grievance of an individual employee should firstly be put to his/her supervisor. At the conclusion of discussions between the employee and the employer, the employer must provide a response to the employee's grievance, and, in the event the matter is not resolved, reasons for not implementing any proposed remedy.
- (d) An employee or employees may be represented by the Union or other appropriate person, and the employer by an industrial organisation, at any stage of these procedures.
- (e) In the event that the matter remains unresolved, the matter may be referred to the Industrial Relations Commission of New South Wales.
- (f) If the question, dispute or difficulty relates to training, the matter may be dealt with under the Apprenticeship and Traineeship Act 2001 (NSW).

### **10. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### **11. Area, Incidence and Duration**

- (a) This Award shall apply to all classes of trainees in Appendix A - Industry/Skill Levels.

- (b) Any existing award or other industrial instrument provisions for the Australian Traineeship System (ATS) or Career Start Traineeship (CST) shall only remain applicable in relation to Australian Traineeship System trainees who commenced and are continuing a traineeship with a Health Service before the commencement of this award.
- (c) This Award shall rescind and replace the Public Hospital Training Wage (State) Award published 14 August 2015 (377 I.G. 1935) and all variations thereof.
- (d) This award commences on and from 1 July 2016 and remains in force for a period of 12 months.

## PART B

**Table 1 - Industry/Skill Level A:**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

Highest Year of Schooling Completed			
	Year 10	Year 11	Year 12
	01/07/2016 2.5% \$ per week	01/07/2016 2.5% \$ per week	01/07/2016 2.5% \$ per week
School Leaver (50%)	236.50	298.30	-
School Leaver (33%)	278.80	335.20	403.90
Plus 1 year out of school	335.20	403.90	469.50
Plus 2 years	403.90	469.50	545.30
Plus 3 years	469.50	545.30	624.20
Plus 4 years	545.30	624.20	624.20
Plus 5 years or more	624.20	624.20	624.20

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 1 - Industry/Skill Level B:**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B

Highest Year of Schooling Completed			
	Year 10	Year 11	Year 12
	01/07/2016 2.5% \$ per week	01/07/2016 2.5% \$ per week	01/07/2016 2.5% \$ per week
School Leaver (50%)	236.50	298.30	-
School Leaver (33%)	278.80	335.20	389.50
Plus 1 year out of school	335.20	389.50	449.00
Plus 2 years	389.50	449.00	527.90
Plus 3 years	449.00	527.90	600.70
Plus 4 years	527.90	600.70	600.70
Plus 5 years or more	600.70	60.70	600.70

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**School Based Trainees**

Year of Schooling		
	Year 11	Year 12
		01/07/2016
	2.5%	2.5%
	\$	\$
	per week	per week
School based Traineeships Skill Levels A and B	304.40	335.20

**APPENDIX A**

- (i) Any Traineeship or Traineeships for a declared calling as defined by the Apprenticeship and Traineeship Act 2001 (NSW).
- (ii) Industry/Skill Level A
- Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care
- Certificate III in Allied Health Assistance
- Certificate III in Basic Health Care
- Certificate III in Non-Emergency Client Transport
- Certificate III in Ambulance Communications (Call-Taking)
- Certificate III in Dental Assisting
- Certificate III in Health Services Assistance
- Certificate III in Nutrition and Dietetic Assistance
- Certificate III in Pathology
- Certificate III in Dental Laboratory Assisting
- Certificate III in Mortuary Theatre Practice
- Certificate III in Hospital/Health Services Pharmacy Support
- Certificate III in Prosthetic/Orthotic Technology
- Certificate III in Sterilisation Services
- Certificate III in Health Support Services
- Certificate III in Health Administration
- Certificate III in Population Health
- Certificate III in Indigenous Environmental Health
- Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice)
- Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community Care)
- Certificate IV in Allied Health Assistance

Certificate IV in Ambulance Communications  
Certificate IV in Health Care (Ambulance)  
Certificate IV in Anaesthetic Technology  
Certificate IV in Audiometric Assessment  
Certificate IV in Dental Assisting  
Certificate IV in Operating Theatre Technical Support  
Certificate IV in Neurophysiology Technology  
Certificate IV in Pathology  
Certificate IV in Rehabilitation and Assistive Technology  
Certificate IV in Cardiac Technology  
Certificate IV in Cast Technology  
Certificate IV in Mortuary Theatre Practice  
Certificate IV in Hospital/Health Services Pharmacy Support  
Certificate IV in Sterilisation Services  
Certificate IV in Health Administration  
Certificate IV in Health Supervision  
Certificate IV in Population Health  
Certificate IV in Indigenous Environmental Health  
Industry/Skill Level B  
Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care  
Certificate II in Emergency Medical Services First response  
Certificate II in Health Support Services  
Certificate II in Population Health  
Certificate II in Indigenous Environmental Health

J.V. MURPHY, Commissioner

**PUBLIC HOSPITAL MEDICAL OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198476)

Before Commissioner Murphy

7 July 2016

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

Clause No.	Subject Matter
1	Definition
2	Salaries
3	Payment of Salaries
4	Qualification Allowance
5	In-charge Allowance
6	Hours of Work
7	Part Time Employees
8	Penalty Rates
9	Time Worked
10	Meal Breaks
11	Overtime
12	On Call and Call Back
13	Higher Duties Allowance
14	Annual Leave
15	Public Holidays
16	Sick Leave
17	Maternity, Adoption and Parental Leave
17A	Lactation Breaks
18	Family and Community Services Leave and Personal/Carer's Leave
18A	Family Violence Leave
19	Long Service Leave
20	Board and Accommodation
21	Uniform and Laundry Allowances
22	Termination of Employment
23	Settlement of Disputes
24	Anti-Discrimination
25	Study Leave
26	Travelling Allowances
27	Mobility, Excess Fares and Travelling
28	Secondment
29	Relocation Expenses
30	Labour Flexibility
31	Redundancy—Managing Excess Employees
32	Salary Packaging
33	Reasonable Hours
34	Salary Sacrifice to Superannuation
35	No Extra Claims
36	Area, Incidence and Duration

## PART B

## Table 1 - Allowances and Other Rates

## Schedule 1

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

"Secretary" means the Secretary of the Ministry of Health.

"Employer" means the Secretary exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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 under section 15 of the Health Services Act 1997.

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

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of Australia as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian 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
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of Australia and acceptable to the employer, including fellowship of the Royal Australian College of General Practitioners.

"Intern" means a medical officer serving in a hospital prior to obtaining full registration with the Medical Board of Australia pursuant to the Health Practitioner Regulation National Law Act.

"Registrar" means a medical officer who:

- (i) has had at least three years' experience in public hospital service as defined under this award or any lesser period acceptable to the Ministry of Health, and
- (ii) is appointed as a registrar by a hospital, and
- (iii) is occupying a position of registrar in an established position as approved by the employer.

"Resident" means a medical officer who has obtained full registration.

"Senior Registrar" means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position as approved by the employer.

"Service" for the purpose of clause 2, Salaries, means service before and/or after the commencement of this award in one or more hospitals or in other institutions approved from time to time by agreement between the parties of this award. It shall include service as a medical officer in the Australian Armed Forces and service, whether continuous or not, in other hospitals within the Commonwealth of Australia.

"Union" means the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

"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

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

## 3. Payment of Salaries

- (i) All salaries and other payments shall be paid fortnightly.
- (i) 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, except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location.
- (ii) Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day, 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 the employer making deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Penalty rates and overtime worked during the second week of the pay fortnight may be paid to employees in the next pay period by the employer.
- (iv) Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their day or days off.
- (v) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
  - (a) Underpayment
    - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
  - (b) Overpayment
    - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
    - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
    - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.



- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

#### **4. Qualification Allowance**

An allowance detailed in the Medical Officers section of the Health Professional and Medical Salaries Award shall be paid to officers who obtain an appropriate higher medical qualification subject to graduation.

Provided that this clause shall not apply to an officer who is appointed as a Senior Registrar, the salary rate prescribed in clause 2, Salaries, of this award for such position having taken into account that a higher medical qualification is a prerequisite for appointment.

Provided further that, where an officer in his/her fifth and subsequent years of training is expected to meet the formal requirements of a higher medical qualification in that year, he shall be paid half the qualification allowance.

#### **5. In-Charge Allowance**

An allowance as set out in Item 1 of Table 1, Allowances, shall be paid to medical officers for each twelve hours, or part thereof, of continuous in-charge duty for responsibility for after-hours medical services.

#### **6. Hours of Work**

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in sub-clause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by clause 2, Salaries, of this award.
- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or, where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than four hours in length.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.
- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number:

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vi) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also, where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This clause

shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.

#### **7. Part Time Employees**

- (i) Medical officers engaged on a part time basis as at 1 June 1993 under the provisions of Agreement No 1 of 1975 made in accordance with section 40BA of the Public Hospitals Act 1929, were able to elect to be employed as part time employees under the provisions of this clause. Part time employees who did not make such an election continue to be subject to the provisions of Agreement No. 1 of 1975 (see Ministry of Health Policy Directive PD2005\_474) in lieu of the provisions of this clause.
- (ii) A part time medical officer is one who is appointed by the employer to work a specified number of hours which are less than those prescribed for the same classification employed on a full time basis under this Award.
- (iii) A part time medical officer shall be entitled to all other benefits of this Award not expressly provided for herein in the same proportion as their ordinary hours of work bear to full time hours.
- (iv) A part time medical officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the same classification employed on a full time basis under Clause 2 Salaries of this Award with a minimum payment for two hours for each start.
- (v) A part time medical officer shall not be entitled to an additional day off or part thereof as prescribed in subclause (ii) of Clause 6 Hours of Work of this Award.
- (vi) Annual Leave

A part time medical officer shall be granted on completion of each 12 months service four weeks annual leave on ordinary pay.

- (vii) Overtime
  - (a) Overtime shall be paid for at the rate of time and one half for the first two hours and double time for the remaining hours worked provided that all overtime performed on Sundays shall be paid for at the rate of double time.
  - (b) Overtime will be paid to part time medical officers as follows:
    - (1) All time worked in excess of the ordinary hours as prescribed in clause 6 Hours of Work of this Award; or
    - (2) All time worked in excess of ten hours in any one shift

- (viii) Public Holidays

- (a) For the purposes of this clause, public holidays are as set out in subclause (iv) of Clause 15 Public Holidays of this Award.
- (b) A public holiday occurring on a part time medical officer's ordinary working day shall be allowed to employee's without loss of pay.
- (c) Where a part time medical officer is required to and does work on a public holiday, the medical officer shall have their ordinary rostered hours on that day added to the period of their annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the medical officer.
- (d) Hours worked on public holidays shall be paid at the rate of time and one half.

## 8. Penalty Rates

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate.

- (i) Hours worked between 6.00 p.m. and midnight, Monday to Friday - 12.5 per cent.
- (ii) Midnight and 7.00 a.m., midnight Sunday to midnight Friday - 25 per cent.
- (iii) Midnight Friday and midnight Saturday - 50 per cent.
- (iv) Midnight Saturday and midnight Sunday - 75 per cent.

## 9. Time Worked

Time worked means the time during which an officer is required by the employer to be in attendance at a hospital for the purpose of carrying out such functions as the employer may call on him to perform, and it shall include times when the officer, in waiting to carry out some active function, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include breaks allowed and actually taken for meals.

Provided further that where an officer attends of his/her own volition outside of hours rostered on duty, or where an officer remains in attendance when formally released from the obligation to perform professional duties, the employer shall not be liable to make any payment for such attendance.

## 10. Meal Breaks

The principles to be applied by the employer in relation to meal breaks for Resident Medical Officers are outlined in Ministry of Health Circular No. 88/251.

Day Shifts - Monday to Friday

- (i) In the interests of patient care and the health and welfare of medical staff, officers must have a break from duty for the purpose of taking a meal.
- (ii) There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (iii) If officers are required to work during their meal break they shall be paid for the time worked.
- (iv) Medical Administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal break and to ensure that payment is made.

Shifts Other than Day Shifts - Monday to Friday

The arrangements outlined in Circular No. 83/250 of 19 August, 1983 in relation to meal breaks during shifts other than Day Shifts, Monday to Friday, will continue to apply.

## 11. Overtime

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, of this award, shall be paid at the rate of time and one-half for the first two hours, and double time thereafter provided that all overtime performed on a Sunday, shall be at double time.
- (ii) An officer who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment 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 a.m.;
- (b) as set out in Item 2 of Table 1, Allowances, 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) as set out in Item 2 of Table 1, Allowances, for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or holidays;

or shall be provided with adequate meals in lieu of such payments.

The rates prescribed in this subclause shall be varied in accordance with any variations in the ratespayable under Crown Employees (Public Service Conditions of Employment) Award.

## **12. On Call and Call Back**

- (i) An "on call period" is a period during which an officer is required by the employer to be on call.
- (ii) For the purposes of calculation of payment of on-call allowances 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 which coincides with a day rostered on duty an allowance as set out in Item 3 of Table 1, Allowances, and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 3 with a maximum payment as set out in the said Item 3 per week.
- (iv) Subject to subclauses (v) - (ix) below, officers who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Officers may be required to perform other work that arises during the recall period. Officers shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of officers from recall duty.
- (vii) Officers who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (viii) Officers who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Officers required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred in being available for emergency duty.
- (xi) For the purposes of subclause (ix) "clinical appraisal remotely" means as provided in either (a) or (b) below:
  - (a) assessing (by an on-call resident medical officer or registrar) a patient's physical condition to make a diagnosis or a differential diagnosis away from a hospital that incorporates all of the following:

1. The taking of a telephone call or calls, or receiving an email or emails, from a medical practitioner on duty in a hospital about a patient.
  2. Receiving the history of the patient so that the patient's current medical condition and any relevant past medical history including previous surgery and use of medications, if known, is provided.
  3. Discussing with the medical practitioner on duty the patient's current medical condition and asking questions in respect of the condition as necessary such that the information provided enables an evaluation of the patient's physical condition.
  4. Directing further examination to be conducted as clinically required, and obtaining other clinical information or opinion from other medical practitioners as necessary.
  5. Identifying the likely cause of the patient's condition and providing a diagnosis and a prognosis based on the information provided from undertaking 1 to 4 above.
  6. Ensuring that there is a sufficient clinical justification for the proposed treatment including, if relevant, admission to hospital.
  7. Instructing the medical practitioner on duty in a hospital what course of treatment should be followed including ensuring the proposed treatment is not contraindicated, being satisfied that such treatment is able to be determined, and can be properly implemented, without requiring the return of the on-call resident medical officer or registrar. This would include developing or confirming a management plan, or varying an existing management plan with the endorsement of the staff specialist or VMO responsible for the care of the patient.
  8. Directing follow-up requirements and subsequently reviewing the patient, if appropriate, based on those requirements.
  9. Complying with relevant NSW Health and local policies, procedures and directions.
- (b) the provision of a report by an on call registrar on images forwarded electronically in circumstances where:
1. had the communications technology involved not been utilised the registrar would have had to have returned to the workplace to provide that report; and
  2. there has been prior approval at the facility level to the use, and the conditions of use, of such technology by the registrar.
- (xii) A clinical appraisal provided remotely pursuant to subclause (xi) (a) above shall attract a minimum payment of one hour at the appropriate overtime rate only in circumstances where, if it had not been provided remotely, the on-call resident medical officer or registrar would have otherwise needed to have returned to the workplace. Any additional requirement to provide further clinical appraisal falling within the hour from which the initial clinical appraisal commenced shall not attract an additional payment. Any time worked beyond the expiration of one hour shall be paid at overtime rates. Time where work is not being performed will not be counted as time for the purposes of overtime payment.

### **13. Higher Duties Allowance**

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more 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.

**14. Annual Leave**

- (i) All officers shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months' service plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
  - (a) if 35 or more such periods on such days have been worked - one week;
  - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
  - (c) work performed by reason of call backs pursuant to clause 12, On Call and Call Back, of this award shall be disregarded when assessing an officer's entitlement under the subclause.
  - (d) The calculations referred to in paragraphs (a) and (b) of this subclause 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.
  - (e) An officer with accrued additional annual leave pursuant to this subclause can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (iii) Annual leave shall be given and shall be taken in one consecutive period, or, if the officer and the employer so agree, in either two or three separate periods, but not otherwise.
- (iv) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the officer, be postponed for a further period not exceeding six months.
- (v) If the officer and the employer so agree, the annual leave or any such separate periods, may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (vi) Except as provided by this clause, payment shall not be made by the employer to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
- (vii) The employer shall give the officer at least two months' notice of the date from which his or her annual leave is to be taken.
- (viii) The employer shall pay each officer before entering upon annual leave his or her ordinary rate of salary for the period of leave. For the purposes of this subclause "ordinary rate of salary" means the award rate of salary and qualification allowance if applicable.
- (ix) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service together with such additional annual leave entitlements due under subclause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this award.
- (x) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to subclause (v), of this clause; and

- (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part was taken; and
- (b) the sum paid by the employer to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the officer under subclause (ix) of this clause;
- (c) the employer shall not be liable to make any payment to the officer under the said subclause (ix) and shall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.

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 Ministry of Health.

### **15. 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 public holidays set out in this clause, the officer shall be paid for the hours worked at the rate of time and one-half. In addition, the officer shall have one day added to annual leave for each public holiday so worked unless time off in respect of time worked on such public holiday has been granted.
- (iii) Where a public holiday falls on a rostered day off, the officer shall have one day added to annual leave.
- (iv) Provided that an employee who has accrued additional annual leave referred to in subclauses (ii) and (iii) of this clause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave as actually taken.
- (v) For the purpose of this clause the following shall be deemed to be 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, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital is situated.

### **16. Sick Leave**

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 "ordinary" hours per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:
  - (a) the employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner approved by the employer, or may require other satisfactory evidence thereof;
  - (b) an officer shall not be entitled to sick leave until the expiration of three months' continuous service;
  - (c) 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 of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence;
  - (d) 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;

- (e) an officer is not eligible for sick leave during periods when he would have normally been rostered on overtime shifts;
- (f) an officer is not entitled to more than 8 hours' sick leave in respect of any one day.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of clause 19, Long Service Leave, of this award.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable, under clause 21, Uniform and Laundry Allowance, of this award.
- (iv) The employer shall not terminate the services of an officer except on the grounds of misconduct during the currency of any periods of paid sick leave.
- (v) Sick leave as defined, shall accrue and be transferable between hospitals, at the rate of 76 hours per year of continuous service, minus hours taken.

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

### **A Maternity Leave**

#### **(i) Eligibility for Paid Maternity Leave**

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 government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service 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 an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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 to Paid Maternity Leave

An eligible 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.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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 70 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.

(xi) Miscarriages

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

**B Adoption Leave**

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also 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) 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.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) 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.

#### **D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

- (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### **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 Ministry Determination.
- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) 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.

#### **17A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.

- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

#### **18. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, and alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

##### **A. FACS Leave**

- (i) FACS Leave - General
  - (a) For the purpose of this clause relating to FACS leave:
    - "relative" means a person related by blood, marriage or affinity;
    - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
  - (b) The employer may grant FACS leave to an employee:
    - (1) to provide care and/or support for sick members of the employee's relatives or household; or
    - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or



- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
  - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
  - (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement
  - (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
    - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
    - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.
  - (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.
 

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.
  - (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.
 

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

## (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

## (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

**B. Personal/Carer's Leave**

## (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

## (ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 11, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

### **C Entitlements for Casual Employees**

- (i) Bereavement entitlements for casual employees
  - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **18A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.

- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

### **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 with the employer. For the purpose of this paragraph, continuous service shall be determined in accordance with the provisions of Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time..
  - (b) Broken periods of service with the employer in one or more hospitals shall count as service subject to the following:
    - (1) where an officer, after ceasing employment with the employer is re-employed by the employer a 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;
- (2) an officer employed 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 (excluding part-time service under Clause 7 of this Award), except as provided in subclause (d) of this clause.
- (d) An employee shall be entitled to have previous part time service under Agreement No.1 of 1975 which is the equivalent of at least two full day's duty per week taken into account for long service leave purposes in conjunction with full time service or part time service under Clause 7 of this Award, on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 June 1987 and bears to 38 on and from 1 July 1987, provided the part time service merges without break with the subsequent full time or part time service.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- on full pay;
- on half pay; or
- on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- a period of leave on full pay - the number of days so taken;
- a period of leave on half pay - half the number of days so taken; or
- 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 unless the employee transfers his/her leave entitlement in accordance with Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.

- (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.

## **20. Board and Accommodation**

- (i) Where an officer lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award.
- (ii) Where individual meals only are provided, the officer may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award.
- (iii) No deduction shall be made from the salary of an officer for board and accommodation when the officer is absent on annual, sick or long service leave, provided that the employer shall be entitled to make the deduction for accommodation where the officer:
- (a) having been requested to leave his/her room completely vacant fails to do so; or
  - (b) is absent on sick leave and such absence does not exceed six consecutive days.

## **21. Uniform and Laundry Allowance**

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where the employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
- (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 4 of Table 1, Allowances ;
  - (b) in other cases, an amount as also set in Item 4 of Table 1.

## **22. Termination of Employment**

Employment may be terminated only by four weeks' notice given in writing either by the employer 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 employer 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.

### **23. 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 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 Secretary, 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 Secretary 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 Health Service and the Union respectively with such recommendations 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.
- (v) 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.

### **24. 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:."

**25. Study Leave**

- (i) Subject to the terms of this clause the employer may grant to officers other than interns, study leave without loss of pay as follows:

Face-to-face courses: Half hour study time for every hour of compulsory lecture and/or tutorial attendance, up to a maximum of four hours study time per week. Where no face-to-face course is provided: A maximum of four hours study time per week for a maximum of 27 weeks per year.
- (ii) Study leave shall only be granted in respect of a course:
  - (a) leading to higher medical qualifications as defined in clause 1, Definitions, of this award; and
  - (b) in respect of a qualification which when obtained would be relevant to the needs of the hospital.
- (iii) The officer shall submit to the employer a timetable of the proposed course of study and evidence of the officer's enrolment in the course.
- (iv) The grant of study leave is subject to the convenience of the employer and should not interfere with the maintenance of essential services or with patient care.
- (v) Periods of study leave granted shall not be taken into account for the purposes of calculating overtime payments;
- (vi) Study leave granted subject to the terms of this clause, may be accrued to a maximum of seven working days for the purpose of enabling the officer to study prior to a written, oral or clinical examination. An option to accumulate study leave in terms of this subclause shall be exercised at the commencement of each academic year and the officer shall notify the employer accordingly;
- (vii) Officers who have given continuous service of more than one year shall be allowed to accrue study leave not taken up to a maximum of fourteen calendar days.

**26. Travelling Allowances**

- (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 a mileage allowance equivalent to the "Transport Allowance" as determined under the Health Services Act 1997 from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the employer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the above-mentioned mileage allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the employer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 850 kilometres of official running, he/she shall be paid at the "Official Business Rate" prescribed by clause 36 of the Crown Employees (Public

Service Conditions of Employment) Award 2009 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 employer 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 his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
  - (b) does not include "call backs";
  - (c) shall include other arrangements as agreed to between the employer and the Union from time to time.
- (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.

### **27. 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 Industrial Relations Secretary.
- (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 Union 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 the Secretary who will discuss the matter with the Union 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 Industrial Relations Secretary less \$5.

This \$5 shall be reviewed annually by the employer.

- (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.

## **28. Secondment**

- (i) Allowance - An officer, other than an intern, seconded to work in a hospital listed at Schedule 1 of this Award shall have his/her salary increased by one incremental step, by way of allowance, for the period the officer works in such hospital.

For the duration of the officer's secondment, other than periods of leave, the allowance shall be treated as salary for the purpose of calculating overtime and shift penalties.

- (ii) Travel - An officer referred to in subclause (i) of this clause shall be allowed a paid journey to Sydney and return by economy class airfare or equivalent thereof for each period of 7 weeks in the employment of a hospital listed at Schedule 1 of this Award.

At the discretion of the employer the paid journey may be taken in advance. Such travel may be used for the purpose of furthering the officer's medical education.

## **29. Relocation Expenses**

Where an officer is employed by the employer within the metropolitan area and applies for and obtains a permanent position at a country location (being either a position covered by this Award or a Career Medical Officer position), the costs incurred by the officer in respect to removal of furniture and effects and conveyancing in the purchase of a residence are to be refunded by the employer on the following basis:-

At the time the appointment is taken up: 50% of costs incurred.

After one year's service at the country location: a further 25% of the costs incurred.

After two years service at the country location: the remaining 25% of the costs incurred.

These arrangements become effective in relation to country appointments made after 1 January 1989.

### **30. Labour Flexibility**

- (i) The 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 de-skilling.
- (ii) The 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 the 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 higher duties allowances shall apply in such circumstances.

### **31. Redundancy - Managing Excess Employees**

Employees shall be entitled to the provisions of Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service, as amended from time to time.

### **32. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

### **33. Reasonable Hours**

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) The 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.

### **34. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary

payable under the salaries clause 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 together with any salary packaging arrangements under Clause 33 Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's

superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.

### 35. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 36. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospital Medical Officers (State) Award published 14 August 2015 (377 I.G. 1901) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittees.

## PART B

**Table 1 - Allowances and Other Rates**

Item No.	Clause No.	Description	Rate from 1.7.2016 \$
1	5	In charge Allowance	19.40
2	11(ii)	Meal Allowance for overtime	
		(a) Breakfast at or before 6.00 a.m.	28.80
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.	28.80
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	28.80
3	12(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	15.10
		On-call allowance per on-call period which coincides with a rostered day off per week	30.20 105.70
4	21(ii)	Uniform and Laundry Allowance	
		- Full uniform including special shoes if required	2.36
		- Other cases	1.74

**SCHEDULE 1**

Albury Base Hospital  
Armidale and New England Hospital  
Bathurst Base Hospital  
Bega Hospital  
Broken Hill Hospital  
Coffs Harbour Hospital  
Dubbo Base Hospital  
Goulburn Base Hospital  
Grafton Base Hospital  
Griffith Hospital  
Lismore Base Hospital  
Orange Base Hospital  
Port Macquarie Base Hospital  
Shoalhaven Memorial Hospital  
Tamworth Rural Referral hospital  
Taree Manning Base Hospital  
Tweed Heads District Hospital  
Wagga Wagga Base Hospital

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.



**PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/198695)

Before Commissioner Murphy

7 July 2016

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Employment
3.	Progression of Medical Physicists
4.	No Extra Claims
5.	Area, Incidence and Duration

**PART B**

Table 1 - Salary rates for Accredited Medical Physicists

Table 2 - Salary rates for Non-Accredited Medical Physicists

**PART C**

Transitional Arrangements

Transition Table from Hospital Scientists' Scale to new Structure

**PART A****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 NSW.

'ACPSEM' means the Australasian College of Physical Scientists and Engineers in Medicine.

'Accredited Medical Physicist' means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Secretary, Ministry of Health. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology.

'Non-Accredited Medical Physicist' means a person who is employed as a Medical Physicist but who does not satisfy the definition of an 'Accredited Medical Physics Specialist' under this award. For salary purposes, a non-accredited Medical Physicist is to be translated to the appropriate classification and rate as shown in Table 2, Salary rates for Non-Accredited Medical Physicists', until such time as they satisfy the accreditation process. The rates for non-accredited Medical Physicists are discounted by 10% at the Medical Physics Specialist level, by 4% at the Senior Medical Physics Specialist level, and by 3% at the Principal Medical Physics Specialist and Director levels.

‘Public Health Organisation’ is as defined at Section 7 of the Health Services Act 1997.

‘NSW Health Service’ is as defined at Section 115 of the Health Services Act 1997.

‘Medical Physicist’ is a generic description for the purposes of this award. It refers to all persons employed as a Medical Physics Registrar, and also employed in either capacity of an accredited or non-accredited Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist and Director, Medical Physics Specialist.

‘Medical Physics Registrar’ means a person who is employed and undergoing training, including but not limited to the ‘Training, Education and Accreditation Program’ (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health.

‘Medical Physics Specialist’ means a person with qualifications and clinical experience acceptable to the Secretary, Ministry of Health and ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health, and who is qualified to be employed under this award as a Medical Physics Specialist.

‘Senior Medical Physics Specialist’ means a Medical Physics Specialist with 5 years post-accreditation as a Medical Physics Specialist and whose progression has been approved by the progression committee as per the determined criteria.

‘Principal Medical Physics Specialist’ means a Senior Medical Physics Specialist year 4 whose progression to this level has been approved by the progression committee as per the determined criteria.

‘Director Medical Physics Specialist’ means a Medical Physics Specialist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 4, with direct supervision of at least two other Medical Physics Specialists (or higher grade) and who meets one of the following criteria:

is responsible for a physics specialty at a site

is responsible for multiple specialties at a site,

is responsible for a single specialty across multiple sites (including responsibility for Directors of a speciality)

The Director will be appointed at a level dependent on the number of FTE Medical Physics Specialists (or higher grade) under line supervision:

Level 1 ; 2 to 5

Level 2 : >5 to 10

Level 3 : >10

## **2. Conditions of Employment**

The Hospital Scientists (State) award, (the Conditions Award), as varied from time to time, shall apply to all employees covered by this award, excepting for those conditions expressly contained in this award.

For the purposes of establishing such conditions, the following classifications in this award of ‘Medical Physics Registrar’ and ‘Medical Physics Specialist Year 1’ will be afforded the conditions available to the classification of Hospital Scientist in the Conditions Award.

For the purposes of establishing such conditions, the following classifications in this award of ‘Medical Physics Specialist Year 2 - Year 5’ inclusive, will be afforded the conditions available to the classification of Senior Hospital Scientist in the Conditions Award.

Further, for the purposes of establishing such conditions, the following classifications in this award of 'Senior Medical Physics Specialist' and 'Director Medical Physics Specialist' will be afforded the conditions available to the classification of Principal Hospital Scientist in the Conditions Award.

### 3. Progression of Medical Physicists

Progression Committee. A committee consisting of three Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, shall be constituted to consider and, if appropriate, recommend to the Ministry of Health upon application by the employing public health organisation:

- (i) The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist
- (ii) The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

### 4. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

### 5. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Physicists (State) Award published 14 August 2015 (377 I.G. 1946) and all variations thereof.
- (ii) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (iii) This award shall apply to employees as defined herein employed in public hospitals and local health districts in the State, excluding the County of Yancowinna, within the jurisdiction of the Public Health Employees (State) Industrial Committee.

## PART B

**Table 1 - Salary Rates for Accredited Medical Physicists**

Year of Service / Level	Rates from 1.7.2016 2.5% \$
Medical Physics Registrar	
Year 1	65,545
Year 2	72,829
Year 3	80,116
Year 4	87,403
Year 5	94,673
Medical Physics Specialist	
Year 1	109,247
Year 2	123,817
Year 3	138,373
Year 4	152,944
Year 5	167,503
Senior Medical Physics Specialist	
Year 1	174,790
Year 2	182,076
Year 3	189,362
Year 4	196,646

Principal Medical Physics Specialist	
Year 1	203,918
Director Medical Physics Specialist	
Level 1	203,918
Level 2	214,127
Level 3	225,775

**Table 2 - Salary Rates for Non-Accredited Medical Physicists**

Year of Service / Level	Rates from 1.7.2016 2.5% \$
Medical Physics Registrar	
Year 1	65,545
Year 2	72,829
Year 3	80,116
Year 4	87,403
Year 5	94,673
Medical Physics Specialist (-10%) *	
Year 1	98,320
Year 2	111,434
Year 3	124,536
Year 4	137,650
Year 5	150,751
Senior Medical Physics Specialist (-4%) #	
Year 1	167,798
Year 2	174,792
Year 3	181,785
Year 4	188,779
Principal Medical Physics Specialist (-3%) ≠	
Year 1	197,799
Director Medical Physics Specialist (-3%) ≠	
Level 1	197,799
Level 2	207,703
Level 3	219,002
Note : * Reduced by 10% # Reduced by 4% ≠ Reduced by 3%	

**PART C****Transitional Arrangements**

- (i) Non-accredited Medical Physicists are to remain on the appropriate non-accredited Medical Physicist classification until such time as they satisfy the accreditation process. In the meantime, they are entitled to 4 hours per week of their normal weekly hours to study for accreditation in which they have enrolled for a period of up to 2 years.
- (ii) Medical Physicists whose accreditation is delayed due to ACPSEM processing of candidates will have their start date for progression backdated to the first exam after the application to correct for this delay and receive payment to meet the loss in earnings due to the said delay.
- (iii) A Medical Physicist currently employed as a Deputy Chief Medical Physicist or Deputy Director of Medical Physics will transfer to Senior Medical Physics Specialist Year 1 or at the level corresponding to their current position, as per Part C Transition Table, whichever is the higher. A Medical Physicist currently in-charge of a specialty and employed on the Principal Hospital Scientist level (job title Chief

Medical Physicist or Director of Medical Physics, or similar) will transfer to Director Medical Physics Specialist.

- (iv) It is expected that Medical Physicists who were employed prior to the implementation of this award as a Senior Hospital Scientist years 6 to 8, and who were directly responsible for an area within a specialty in medical physics, will be promoted to the Senior Medical Physics Specialist Year 1 rate upon submitting a summary of their duties and responsibilities to their employer. It would be expected the summary be supported by the Senior Hospital Scientist's line supervisor. Such promotions should be implemented as soon as possible after the implementation of this award, but no later than 3 months from that date. In case of disputes, clause 3 (i) applies.
- (v) In the case of Medical Physicists employed prior to this award as Hospital Scientist Years 1 to 6, such Medical Physicists are to transfer to rates for Medical Physics Registrars as shown in Part C Transition Table. Such Medical Physicists are not Registrars in the context of this award, and can progress through either the accredited and non-accredited scales according to the appropriate criteria, and their accreditation status.

#### Transition Table from Hospital Scientists' Scale to New Structure

Current Hospital Scientists Award level	Transfer to new Medical Physicists Award level
	Medical Physics Registrar Year 1
Hospital Scientist Year 1	Medical Physics Registrar Year 2
Hospital Scientist Year 2	Medical Physics Registrar Year 3
Hospital Scientist Year 3	
Hospital Scientist Year 4	Medical Physics Registrar Year 4
Hospital Scientist Year 5	
Hospital Scientist Year 6	Medical Physics Registrar Year 5
Hospital Scientist Year 7	
Hospital Scientist Year 8	Medical Physics Specialist Year 1
Senior Hospital Scientist Year 1	
Senior Hospital Scientist Year 2	Medical Physics Specialist Year 2
Senior Hospital Scientist Year 3	
Senior Hospital Scientist Year 4	Medical Physics Specialist Year 3
Senior Hospital Scientist Year 5	
Senior Hospital Scientist Year 6	Medical Physics Specialist Year 4
Senior Hospital Scientist Year 7	
Senior Hospital Scientist Year 8	Medical Physics Specialist Year 5
Principal Hospital Scientist Year 1	
Principal Hospital Scientist Year 2	Senior Medical Physics Specialist Year 1
Principal Hospital Scientist Year 3	
Principal Hospital Scientist Year 4	Senior Medical Physics Specialist Year 2
Principal Hospital Scientist Year 5	
Principal Hospital Scientist Year 6	Senior Medical Physics Specialist Year 3
Principal Hospital Scientist Year 7	
Principal Hospital Scientist Year 8	Senior Medical Physics Specialist Year 4
Principal Hospital Scientist Year 9	
Principal Hospital Scientist Year 10	Principal Medical Physics Specialist
Chief Medical Physicist	Director Medical Physics Specialist

J.V. MURPHY, Commissioner

## PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198854)

Before Commissioner Murphy

7 July 2016

### 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.	No Extra Claims
10.	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 employer 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 employer 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 employer.
- (iii) "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).
- (iv) "Hospital" means a public hospital as defined under section 15 of the Health Services Act 1997.
- (v) "Union" means the Health Services Union NSW.
- (vi) "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 employer.

#### 2. Grading Committee

A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer 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 Salaries (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 per on-call period or per week.
- (iv) The on-call rates are set out in Table 1 - On Call Rates, of this Award.

### **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 fulfillment 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. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

#### **10. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.



- (ii) This Award rescinds and replaces the Public Hospital Professional Engineers (Biomedical Engineers) (State) Award published 14 August 2015 (377 I.G. 1952) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.

**Table 1 - On-call Rates**

Item No.	Clause No.	Description	Rate from 1.7.2016 \$
1	4	On-call allowance	8.43
		Per on-call period per week	42.14

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

## PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No.2016/00198905)

Before Commissioner Murphy

7 July 2016

### AWARD

#### Arrangement

Clause No.	Subject Matter
5	Anti-Discrimination
7	Area, Incidence and Duration
3	Conditions of Service
1	Definitions
4	Dispute Resolution
6	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:

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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 or area 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 NSW.

## 2. Salaries

Salaries for Residential Services Assistants 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. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award shall apply.

## 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. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

## 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospital Residential Services Assistants (State) Award published 14 August 2015 (377 I.G. 1956) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Classification	Rate from 1.7.2016 \$
Residential Services Assistant	
1st year of service	971.60
2nd year of service	991.00
3rd year of service	1010.10
4th year of service	1034.00
5th year of service	1052.80

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198764)

Before Commissioner Murphy

7 July 2016

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

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

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

"Secretary" means the Secretary of the Ministry of Health.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District 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.

"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 Australia 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 Australia and acceptable to the Ministry of Health.

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

"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 employer.

"Service" unless the context otherwise indicates or requires, means service before or and/or after the commencement of this award with the employer.

"Union" means the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

"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**

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 employer 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 the employer:

- (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. 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 employer.
- (iii) Such annual leave shall be taken by officers at mutually convenient times as arranged with the employer.
- (iv) The employer 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 employer 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 Ministry of Health.

- (viii) The provisions of subclause 4(i) above entitle Medical Superintendents to paid annual leave additional to that available under clause 3(1)(b) of the Annual Holidays Act 1944, which is four weeks paid leave per annum. A Medical Superintendent entitled to such additional paid annual leave can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

## 5. 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 employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the employer 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, the 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 by the employer 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 with the employer; provided that officers who are employed 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) The employer 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.

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

### **A Maternity Leave**

- (i) Eligibility for Paid Maternity Leave

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 government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service 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 an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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 to Paid Maternity Leave

An eligible 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.

(iv) Unpaid Maternity Leave

(a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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 70 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.

(xi) Miscarriages

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

**B Adoption Leave**

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also 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) 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.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) 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.

#### **D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
- (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and

- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

## 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 Determination under the Health Services Act 1997.
- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

- the employee or employee's spouse is pregnant; or
- the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) 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.

#### **6A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between

the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

## **7. Public Holidays**

No deduction shall be made from the salary of an officer for any public or statutory holidays on which he/she 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.

## **8. 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 with the employer. For the purpose of this paragraph, continuous service shall be determined in accordance with the provisions of Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.
  - (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 with the employer is re-employed by the employer 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;
- (2) 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 unless the employee transfers his/her leave entitlement in accordance with NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time.
- (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.

### **9. Higher Grade Duty**

An officer who is called upon to relieve continuously in a higher classification for five working days or more 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.

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

- (i) All salaries and other payments shall be paid fortnightly.
- (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 the employer 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 the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
- (a) Underpayment
- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.

- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

#### **11. 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 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 Secretary 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 Secretary 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 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.

#### **12. 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.

### 13. 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 the Crown Employees (Public Service Conditions of Employment) Award..
- (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 Union 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 Ministry of Health which will discuss the matter with the Union 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 Crown Employees (Public Service Conditions of Employment) Award, less \*\$5.
- This \$5 shall be reviewed annually by the employer.
- (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.

#### **14. Redundancy - Managing Excess Employees**

Employees shall be entitled to the provisions of Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service , as amended from time to time.

#### **15. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

##### **A. FACS Leave**

- (i) FACS Leave - General
  - (a) For the purpose of this clause relating to FACS leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) The employer may grant FACS leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
  - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
  - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
  - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement
- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
  - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,
- whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## **B. Personal/Carer's Leave**

- (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(ii) Use of sick leave to care for the person concerned - entitlement

(a) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and
- (2) the person concerned being as defined in subclause (i) of Part B of this clause.

(b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

(c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

(d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.

(e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.

(f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

(g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

(h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.



(iv) Use of make-up time

An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time.

**C Entitlements for Casual Employees**

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.

- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

#### **16. Labour Flexibility**

- (i) The 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) The 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 the 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 higher duties allowances shall apply in such circumstances.

#### **17. Termination of Employment**

Employment may be terminated only by four weeks' notice given in writing either by the employer 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 employer 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.

#### **18. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.

- (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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/ garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

#### **19. Reasonable Hours**

- (i) Subject to sub-clause (ii) the 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.

## 20. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause 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 together with any salary packaging arrangements under Clause 18. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.

#### **21. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

#### **22. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Medical Superintendents (State) Award published 14 August 2015 (377 I.G. 1959) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198740)

Before Commissioner Murphy

7 July 2016

### AWARD

#### Arrangement

Clause No.	Subject Matter
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
8A.	On Call - Physiotherapists, Occupational Therapists and Speech Pathologists
8B.	On Call Allowance - Social Workers and Sexual Assault Workers
8C.	Call-Out Allowance - Social Workers and Sexual Assault Workers
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 Employees
19.	Uniforms and Protective Clothing
20.	Promotions and Appointments
21.	New Positions
22.	Notice Board
23.	Mobility, Excess Fares and Travelling
24.	Disputes
25.	Family and Community Services Leave and Personal/Carer's Leave
25A.	Family Violence Leave
26.	General Conditions
27.	Maternity, Adoption and Parental Leave
27A.	Lactation Breaks
28.	Union Representative
29.	Blood Count
30.	Exemptions

31	Anti-Discrimination
32	Redundancy-Managing Excess Employees
33	Labour Flexibility
34	Salary Packaging
35	Salary Sacrifice to Superannuation
36	Reasonable Hours
37	Induction and Orientation
38	No Extra Claims
39	Area, Incidence and Duration

## PART B - MONETARY RATES

Table 1 - Rates and 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 -

"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.

"Employer" means the Secretary exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the Health Services Act 1997.

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

"Public Health Organisation" means an organisation defined in section 7 of the Health Services Act 1997 as follows:

- (a) a Local Health District; or
- (b) a statutory health corporation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

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

"Union" means the Health Services Union NSW.

### 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 employee 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 employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee'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, employees 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 employer, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
  - (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. 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 employer and the Union agree that exceptional circumstances exist in a particular hospital, or health institution an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the employee concerned, accumulate and be taken at a time mutually agreed upon between the employee and the employer. Provided that the maximum number of allocated days off duty which may accumulate under this subclause shall be three.
  - (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 employee 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 employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave
- Where an employee 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 employee's return to duty.
- (ix) An employee 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 employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, 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 employee'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 employee shall be displayed on a roster in a place conveniently accessible to employees. 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 or health institution to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee 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 employee 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 employee.

### **4. Climatic and Isolation Allowance**

- (i) Subject to subclause (ii), of this clause, persons employed in hospitals or health institutions 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, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in hospitals or health institutions 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 employee 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 the employer 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 10 February 1992 were 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 as at 10 February 1992 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 employees employed under Part 1, the provisions of subclauses (i), (ii) and (iv) to (xii) of clause 2, Hours, shall not apply.

With respect to employees 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 employee 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 Health System Nurses' and Midwives' (State) Award, provided that no deduction shall be made when the employee 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 employee who lives out light refreshment for morning and afternoon tea when the employee is on duty at times appropriate for the partaking thereof.

## 7. Relieving Other Members of Staff

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more 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.

## 8. Overtime

- (i) All time worked by employees 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) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates. This clause shall not apply to employees covered by Clause 8b On Call Allowance - Social Workers and Sexual Assault Workers, of this Award.
- (viii) An employee 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" as provided by Determination made under the Health Services Act 1997, as varied from time to time.
- (ix) When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (x) An employee 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 employee 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.

- (xi) 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.
- (xii) This clause shall not apply to Social Workers or Sexual Assault Workers in circumstances where they are entitled to payment in accordance with provisions of Clause 8c, Call Out Allowance - Social Workers and Sexual Assault Workers, of this Award.
- (xiii) 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.

- (xiv)
  - (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.

#### **8A. On Call - Physiotherapists, Occupational Therapists and Speech Pathologists**

- (i) This clause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under the NSW Health Service Health Professionals (State) Award.
- (ii) An "on call period" is a period during which an employee is required by the employer to be on call.
- (iii) For the purposes of calculation of payment of on-call allowances and for call back duty, an on call period shall not exceed 24 hours.
- (iv) An employee shall be paid for each on call period, at the option of the employer, either an allowance per on call period or an on call allowance per week. The on call allowances are set out in Item 8 of Table 1.

#### **8B. On Call Allowance - Social Workers and Sexual Assault Workers**

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award or under any other Determination.
- (ii) An "on call period" is a period during which an employee including part-time employees is required by the employer, to be on call in accordance with subclause (iii) of this clause.
- (iii) Employees, including part-time employees, rostered to be "on call" and to provide a telephone counselling service during period of such "on call" shall be entitled to payment at the rate of one-third of the employee's normal pay for each hour of performing the above duty, provided that there shall be a

maximum payment in respect of each "on call" period of two and one-half hours' pay. Provided that "on call" periods -

- (a) which commence on or after 9.00am Saturday and finish on or before 9.00am Monday should not exceed 12 hours;
- (b) which commence on or after 9.00am Monday and finish on or before 9.00am Saturday should not exceed 16 hours; and
- (c) where "on call" periods outlined in paragraphs (a) and (b) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours' pay.

#### **8C. Call Out Allowance - Social Workers and Sexual Assault Workers**

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award or under any other Determination.
- (ii) "Call out" is the period over which an employee including part-time employees is required by the employer to return to duty. For the purpose of this definition, call out shall only apply to on call and unrostered time periods.
- (iii) Employees including part-time employees who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
  - (a) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
    - (1) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
    - (2) Payment shall be calculated as if the employee had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (1) above or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
  - (b) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An employee, including part-time employees, where recalled to work as prescribed in subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work in accordance with clause 23, Mobility, Excess Fares and Travelling, of this Award.

Where employees are recalled to work as prescribed in subclause (ii) of this clause the employee shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 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) Employees 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 employee 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 employee 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 in the Crown Employees (Public Service Conditions of Employment) Award

- (iii) Where practicable employees 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 employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee 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 employee 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 or health institution 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 employees 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. Provided that an employee who has accrued additional annual leave referred to in paragraphs (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (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 in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. 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 employee 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 employee 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 employee 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 employee 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 employees 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) Employees 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 employee 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 employee at the commencement of each year of employment.
  - (c) An employee with accrued additional annual leave pursuant to subclause (b) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
  - (d) 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 employee three months' notice where practicable and not less than one month's notice of the date upon which the employee 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) Employees 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 employee is absent on ordinary annual leave in accordance with subclause (i) of this clause. Employees 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 employees 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 employees are the same as generally applied through circulars issued by the Ministry of Health.

### 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 with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 17 of the NSW Health Policy Directive PD2012\_029 Leave Matters for the NSW Health Service, as amended from time to time.
  - (b) Broken periods of service with the employer in one or more hospitals shall count as service.
  - (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 unless the employee elects to transfer his or her leave entitlement in accordance with Section 17 of the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health Service, as amended from time to time
  - (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 Determination made under the Health Services Act 1997.

- (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 employees - A full-time employee 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 employer; 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 employee 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 employee is on sick leave;
  - (c) an employee shall not be entitled to sick leave until after three months' continuous service;
  - (d) service, for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with that employer current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this award;
  - (e) employees who are employed 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 with the employer in any hospital (providing such service is not less than three months' actual service) shall be counted;
  - (g) employees 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 employee 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 employees.
  - (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee'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 employee'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 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.
- (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 the employer 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 the employer making their deposits with such financial institutions but in such cases the employer 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 employee 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 employee 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 employee, 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 employees, such payments where practical shall be paid as a separate payment to ordinary salary. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment

- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.

- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### **16. Termination of Employment**

During the first three months of employment, 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 employer or the employee 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 employee 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 employees.
- (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 employees and where practicable, such facilities shall be provided in hospitals erected prior to that day.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:
- (1) Sanitary Conveniences -
- (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees 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 employees or part of 15 employees 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 employee.
- (b) Floor area not less than 0.56 square metres per employee 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 employee 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.

The above standards shall be the minimum to be included in working drawings approved after 1 December 1976 for new hospitals.

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 Employees**

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

### **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 employee required to wear them, provided that any employee 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, 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 employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (c) In lieu of supplying a uniform to an employee required to wear such uniform, the employer may pay to such employee the sum set in Item 6 of Table 1.

- (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance as set in Item 7 of Table 1 shall be paid to such employee.
- (e) An employee 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) Employees 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 employees.
- (iii) Employees 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 employee with a claim to seniority shall be passed over without having their claims considered.
- (ii) In the case of an employee or employees 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**

The 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 employee is required to work.

#### **22. Notice Boards**

The hospital or health institution 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 in the Crown Employees (Public Service Conditions of Employment) Award

(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 Union 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 Ministry of Health, which will discuss the matter with the Union 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 in the Crown Employees (Public Service Conditions of Employment) Award less \*\$5.

This \$5 shall be reviewed annually by the employer.

- (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 employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Public Health Organisation or his/her nominee, who will arrange for the matter to be discussed with the employee 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 Secretary 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 Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation 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.

## **25. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

### **A. FACS Leave**

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement

- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

**B. Personal/Carer's Leave**

(i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the employee being responsible for the care and support of the person concerned; and
  - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 8, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 2 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

**C Entitlements for Casual Employees**

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **25A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.

- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

## **26. General Conditions**

An employee 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 employee 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 for Paid Maternity Leave

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 government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service 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 an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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 to Paid Maternity Leave

An eligible 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.

(iv) Unpaid Maternity Leave

(a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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, sick leave and long service 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, sick leave and long service 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.

(ix) 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.

(x) 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 70 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.

(xi) Miscarriages

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

## **B Adoption Leave**

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also 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) 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.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and

- (2) 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.

#### **D Right to Request**

(i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under subclause (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
- (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

## 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, Part II, 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 Determination made under the Health Services Act 1997.
- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

- the employee or employee's spouse is pregnant; or
- the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) 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.

### **27A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving

consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the award.

### **28. Union Representative**

An employee appointed Union Representative shall upon notification thereof in writing, to the employer, 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 employees.

### **29. Blood Count**

Those employees 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 employer.

### **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. 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.

### **32. Redundancy - Managing Excess Employees**

Employees shall be entitled to the provisions of Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service, as amended from time to time.

### **33. 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 higher duties allowances shall apply in such circumstances.

### **34. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all 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 may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (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 the relevant salaries 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 award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/ garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit 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.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

### **35. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in the relevant salary awards as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant award 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 together with any salary packaging arrangements under Clause 34. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) 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) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to

superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, 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 the relevant award or any applicable award, act, 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 the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount 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 employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) 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) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under the relevant salaries award to the same extent as applied before the employee sacrificed that amount of 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.

**36. 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.

**37. Induction and Orientation**

The employer agrees that Orientation/Induction shall be provided to all employees covered by this award. The employer 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.

**38. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**39. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospital Professional and Associated Staff Conditions of Employment (State) Award published 14 August 2015 (377 I.G. 1984) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein in the following so listed awards, employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health and Community Employees Psychologists (State) Award

Health Employees Dental Officers (State) Award

Health and Community Employees Psychologists (State) Award

Health Employees Dental Officers (State) Award

Health Employees Dental Prosthetists and Dental Technicians (State) Award

Health Employees Oral Health Therapists (State) Award

NSW Health Service Health Professionals (State) Award, excluding diversional therapists and orthotists/prosthetists

Public Hospital Dental Assistants (State) Award

Public Hospital Library Staff (State) Award

Public Hospital Medical Record Librarians (State) Award

Public Hospital Professional Engineers (Biomedical Engineers) (State) Award

## PART B

**Table 1 - Rates and Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2016 \$
1	4 (i)	Allowance (per week) for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc (see clause 4(i))	\$3.48
2	4 (ii)	Allowance (per week) for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 4(ii))	\$6.98
3	10(ii)(a)	Breakfast Allowance	\$28.80
4	10(ii)(b)	Evening Meal Allowance	\$28.80
5	10(ii)(c)	Luncheon Allowance	\$28.80
6	19(i)(c)	Uniform Allowance (per week)	\$1.34
7	19(i)(d)	Laundering Allowance (per week)	\$2.66
8	8a(iv)	On Call (per period)	\$8.80
		On-Call (per week)	\$43.30

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**SKILLED TRADES STAFF - DEPARTMENT OF FAMILY AND  
COMMUNITY SERVICES - AGEING, DISABILITY AND HOME  
CARE (STATE) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 2016/00177899)

Before Commissioner Murphy

28 June 2016

**AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Interaction with Other Instruments
4.	Hours of Work
5.	Classification Structure
6.	Roll-Up of Allowances
7.	Boiler Attendant Allowance
8.	Thermostatic Mixing Valve Allowance
9.	Dispute Resolution Procedure
10.	Union Subscriptions
11.	Wages and Allowances
12.	School Based Apprentices
13.	Work at Alternative Worksite
14.	Average Disability Allowance
15.	Anti Discrimination
16.	Area, Incidence and Duration
17.	No Extra Claims

PART B

Schedules of Rates of Wages and Allowances

**2. Definitions**

In this award:

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services

"Union/s" means:

Australian Manufacturing Workers Union and/or

Construction Forestry Mining and Energy Union and/or

Electrical Trades Union of Australia and/or

Plumbing Trades Employees Union of NSW

### **3. Interaction with Other Instruments**

All employee conditions not specified in this award will be in accordance with the Crown Employees Skilled Trades Award, the Government Sector Employment Act 2013 and Government Sector Employment Regulation 2014 and all variations thereof. To the extent of any inconsistency between the provisions of this award and those other instruments named above, the provisions of this award will apply.

### **4. Hours of Work**

- (i) Local Departmental management and trades staff at each work site may negotiate specific ordinary hours of duty. Any such site agreement will be subject to the following conditions:
  - (a) an average of 38 hours per week worked over a four-week period;
  - (b) optimal staffing levels being maintained at all times to perform required duties;
  - (c) no additional expense such as payment of overtime or employment of casuals;
  - (d) where a nine-day fortnight is negotiated, arrangements are to be at the Department's convenience;
  - (e) if sick leave is taken on the working day prior to or following a rostered day off, a doctor's certificate must be provided; and
  - (f) alterations in start and finish times are to be implemented by agreement.
- (ii) The parties agree to commence negotiations on any proposed variation to existing hours of work within six weeks of the proposal being received from nominated representatives.
- (iii) An employee may be directed by Departmental management to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements, shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services.

### **5. Classification Structure**

- (i) Context:

Trades staff perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance, the installation of plant and equipment and the renovation and construction of buildings.

Trades staff also ordinarily undertake work which is peripheral and incidental to their base trade so as to complete the whole job or so as to assist other staff complete the whole job.

This Classification structure is designed to reward trades staff who possess, and are required by the Region to regularly provide, skills/knowledge beyond their base trade obligations. It does not reward service alone nor additional skill/knowledge performed at less than a trades standard.

- (ii) Structure:

The following classifications apply:

Pay levels as a percentage of base pay rates are:

Classification	Rate of Pay
Level 1 Tradesperson	Base Rate for relevant Trade
Level 2 Tradesperson	105% of Base Rate for relevant Trade
Level 3 Tradesperson	110% of Base Rate for relevant Trade
Level 4 Tradesperson	115% of Base Rate for relevant Trade

(iii) Definitions of the Classification Levels are as follows:

(a) Level 1 Tradesperson (Base Rate for relevant Trade).

Level 1 is applicable to a tradesperson who has completed an apprenticeship, licence or equivalent and is proficient in the contemporary skills required of a tradesperson in the relevant trade.

Tasks to be performed include those peripheral and incidental to completing the whole job and/or assisting other staff so as to complete the whole job. A tradesperson at this level may be required to supervise or train apprentices on the job.

(b) Level 2 Tradesperson (105% of the Base Rate for the relevant Trade).

Level 2 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 120 hours of learning within approved courses.

(c) Level 3 Tradesperson (110% of the Base Rate for the relevant Trade).

Level 3 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 240 hours of learning within approved courses.

(d) Level 4 Tradesperson (115% of the Base Rate for the relevant Trade).

Level 4 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 360 hours of learning within approved courses.

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

A Project Leader is a person appointed to a Project Leader position by the Department. Project Leader positions will be created at the discretion of the Department. A Project Leader will be allocated responsibility for all aspects of a substantial refurbishment/construction project. The

Project Leader will be able to supervise any staff/contractors working in connection with a project as necessary and will ensure compliance with all relevant specifications and requirements. A Project Leader can be required to perform the duties of their trade/s at any time. The duration of any Project Leader role will be limited to the life of the project. The Region is to provide the Project Leader with an up-to-date Position Description.

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal Workplace Health and Safety related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

(v) Deemed Credited with Approved Course or part thereof:

For Tradespersons who have not successfully completed an Approved Course; The Regional Director or nominee may deem the additional skills/knowledge required to be regularly utilised by a tradesperson to be equivalent to that acquired from successfully undertaking an Approved Course/s or from one or more identifiable modules of an Approved Course. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant Approved Course/s or modules thereof for progression purposes.

(vi) Regular:

'Regular' for the purposes of this Clause refers to duties/tasks occurring periodically, routinely or which are programmed. Project work and other work occurring randomly, sporadically or irregularly would not be 'regular'. Where tasks are required to be performed irregularly but would, if they were regular, attract a higher classification level, then 'Mixed Functions' allowance should be paid to the higher classification level in accordance with the award. That is, when a Tradesperson is required to perform the additional work irregularly and is qualified to do so, he/she should be paid any applicable higher rate for the period of time the additional skills/knowledge is required to be performed or for the whole shift in accordance with the Mixed Functions Clause of the Crown Employees Skilled Trades Award.

(vii) Trades Standard:

'Trades Standard' for the purposes of this Clause means a quality of work/knowledge equivalent to that reasonably required of a qualified tradesperson in the relevant trade.

(viii) No Double Counting:

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided do not count for translation, appointment or progression purposes.

(ix) The Department to Decide its Requirements:

The Department is to decide which and how many trades staff will be regularly required to use the additional skills/knowledge attracting higher rates of pay. In reaching that decision the Department might consider;

- what number of staff are needed to utilise the additional skill/knowledge.

- whether a trades staff is already paid for numerous additional skills/knowledge, in which there may be limited opportunity to effectively utilise one more additional skill/knowledge.



- whether the work should be contracted out. Before deciding the work should be contracted out, the Region is to consider the skills/knowledge possessed by trades staff in addition to their base trades. To this end, a list of such additional skills/knowledge is to be maintained by the Region in a state of reasonable currency, subject to employee cooperation and assistance in compiling and maintaining that list.

(x) Maintaining Standards:

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) Leading Hand Allowance:

Leading Hand Allowance will be paid to Tradespersons in the classifications Levels 1 to 4 inclusive who are required to supervise the work of contractors and/or staff; provided that for this purpose, apprentices will not be counted, each contractor supervised will be counted but any contractor's staff will not.

(xii) Appointment and Progression:

The employment level for all new tradespersons employed will be determined as per the provisions of Clause 5 of this Award.

(a) Appointment: Once appointed to a particular Level in this Classification Structure, a tradesperson may not have his/her Level reduced because the Region no longer requires the additional skills/knowledge warranting the higher Level to be regularly utilised. Accordingly appointments of trades staff should initially be made to the Level 1 position, or at least be carefully considered having regard to the foreseeable medium to longer term requirements of the appointment.

(b) Progression: Consideration of progression to Classification Levels 2, 3 and 4 must always be based on a Departmental requirement to utilise the additional skills/knowledge at that time and into the foreseeable future and may not count skills/knowledge no longer regularly required by the Department to be utilised.

(xiii) Training:

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

## **6. Roll-Up of Allowances**

Environmental Allowance (Mental Institutions Allowance) and Annual Leave Loading are already rolled up into the base wage.

Base wage rates were increased by \$30.00 per week to incorporate the equivalent of the Mental Institutions Allowance and were wages increased by 1.35% to reflect the Annual Leave Loading on 1 February 1998.

## **7. Boiler Attendant Allowance**

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed an amount per instance as specified in Part B of this Award.

### **8. Thermostatic Mixing Valve Allowance**

An officer who is a licensed plumber and holds a Thermostatic Mixing Valve Certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance at a weekly rate as specified in Part B of this award.

### **9. Dispute Resolution Procedures**

- (i) The aim of the procedure is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purposes of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance-handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
  - (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
  - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or manager;
  - (c) if the dispute remains unresolved, the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
  - (d) if the dispute is not resolved at that stage, the matter is to be referred to the Director, Employee Relations or Senior Employee Relations Officer who will assume responsibility for liaising with Senior Executive members of the Department and advise of their final position.
- (iii) If the matter remains unresolved following the above process, it may be referred by either party to the Industrial Registrar.
- (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.
- (v) In cases where a dispute is premised on an issue of safety and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Director, Employee Relations for further consultation with the Union/s.

### **10. Union Subscriptions**

The Department agrees to automatically deduct Union dues on behalf of Unions as defined from the pay of Union members once authorised by the employee.

### **11. Wages and Allowances**

Wages and allowances are shown in Part B of this award.

### **12. School Based Apprentices**

- (a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
  - (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
  - (iii) The wages paid for training time may be averaged over the school term or year.
  - (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (c) Progression through the Wage Structure
- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
  - (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (d) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (e) Conditions of Employment
- Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### **13. Work at Alternative Worksite**

- (i) General
  - (a) The terms of this clause replace clause 8, Excess Fares and Travelling, of the Crown Employees Skilled Trades Award.
  - (b) This clause does not apply where an employee is recalled to duty after leaving work, in which case the call-back provisions of the Crown Employees Skilled Trades Staff Award apply.
  - (c) For the purposes of this clause, a reference to a "worksite" means each individual sub-site of Metro Residences and Hunters Residences, including but not limited to Rydalmere, Marsden, Casuarina Grove, Norton Road, Stockton, Kanangra, Tomaree, Riverside and Summer Hill .
- (ii) Mobility Allowance and Excess Travelling Time
 

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

  - (a) An employee is to be paid a Mobility Allowance at the rate indicated in Part B of this award per day where required by the Department to travel to an alternative worksite in circumstances where no notice of the requirement to do so was provided prior to leaving work the previous day. Such Mobility Allowance will be payable regardless of whether the required travel is undertaken within or outside of ordinary working hours and regardless of the transportation arrangements utilised to attend the alternative worksite.

- (b) Notice of a regular requirement to travel to an alternative worksite can be given to the employee once. Such notice must be written and include advice as to the days of the week/fortnight/month, etc., that the travel will be required. Notice given pursuant to this paragraph also serves as notice "prior to leaving work the previous day" referred to in paragraph (a) of this subclause.
- (c) Where an employee is required to commence his/her ordinary hours at an alternative worksite, he/she is to be paid at ordinary rates for any travelling time in excess of that time usually taken to travel to and from their home and usual worksite. The payment of such ordinary rates is to be rounded to the nearest 15 minutes.

(iii) Mileage Allowances and Fares.

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance, in accordance with the official tax rate as determined by the Australian Taxation Office, where directed by the Department to utilise their own vehicle in order to travel to and from an alternative worksite;
- (b) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where the employee opts to utilise their own vehicle to travel to and from an alternative worksite and the Department agrees to that occurring prior to the employee utilising their own vehicle;

Engine Capacity	
Over 2601cc and over	30.0c per kilometre
1601cc to 2600cc	29.6c per kilometre
Under 1600cc or less	25.2c per kilometre

- (c) And subject to the provisions of paragraph (d) of this subclause, an employee who utilises public transport in order to travel to and from an alternative worksite will be reimbursed any public transport costs.
- (d) Where the use of the employee's vehicle or fare incurred relates to the journey between the employee's home and the alternative worksite to commence work or relates to the journey between the alternative worksite and the employee's home at the cessation of work, the amount of Mileage Allowance or fares which can be claimed under this subclause will be limited to that number of kilometres or fare which is in excess of that reasonably incurred by the employee in relation to the journey to and from the employee's home and usual worksite.

(iv) Rest Periods, Tea Breaks and Unpaid Meal Periods

If still working at an alternative worksite at the relevant time and, unless specifically advised otherwise:

- (a) An employee is to take any paid rest period or tea break at the alternative site.
- (b) Employees may not travel to the usual worksite in Departmental time or in a Departmental vehicle in connection with the unpaid meal period.
- (c) Nothing will be payable to an employee in relation to the use of the employee's vehicle or fare incurred in connection with the unpaid meal period.

(v) Temporary Transfer to Alternative Worksite

An employee may be directed to work from an alternative worksite for one week or more on a temporary transfer basis where that direction is reasonable. For the purposes of subclauses (ii) and (iii) of this clause, where such a direction has been given, the alternative worksite will be deemed to be the

usual worksite upon the expiry of two weeks' notice or immediately upon commencement at the alternative worksite where two weeks' or more notice was given.

#### 14. Average Disability Allowance

- (i) Many of the allowances within PART B - Rates of Wages and Allowances of this Award are disability allowances paid on a per occasion, per hour or daily basis depending upon the work performed. The allowances in question relate to:

177 Welding

178 Bricklaying > 18 kg

179 confined spaces

180 height

181 hot places

182 insulation

183 asbestos eradication/airborne Lead

184 smoke boxes A

185 wet places

186 acid furnaces

187 smoke boxes B

188 clean down bricks

189 spray application

190 roof work

191 explosive power tools

193 dirty work

214 applying obnoxious substances

289 legionella

171 fouled equipment

176 pneumatic tool operation

152 chokages

- (ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:

- the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,

- Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,
  - Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).
- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
- (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
- (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
- (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.
- (vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

## 15. Anti-Discrimination

- 15.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 15.7 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."

### 16. Area, Incidence and Duration

This award shall apply to employees and Apprentices indicated by the trades specified in Part B of this award employed by the Department.

- (i) This award shall take effect on and from 1 July 2016 and remains in force until 30 June 2017, and rescinds and replaces the Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2015, published 14 August 2015 (377 I.G. 2022) and all variations thereof.

### 17. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

## PART B

### Rate of Wages and Allowances

Salary and Allowance ID Codes	Classification, Wages and Allowances  Wages (excluding Apprentices)	1st full pay on or after 1/07/16 (2.5%) Per annum \$
G51	Bricklayer Level 1	57,554
G41	Bricklayer Level 2 (calculate 105% of Level 1)	60,431
	Bricklayer Level 3 (calculate 110% of Level 1)	63,309
	Bricklayer Level 4 (calculate 115% of Level 1)	66,186
G52	Carpenter and/or Joiner Level 1	57,554
G44	Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)	60,431
	Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)	63,309
	Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)	66,186
G53	Painter Level 1	57,554
G47	Painter Level 2 (calculate 105% of Level 1)	60,431
G48	Painter Level 3 (calculate 110% of Level 1)	63,309
	Painter Level 4 (calculate 115% of Level 1)	66,186
G54	Plumber and/or Gasfitter Level 1	58,100
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	61,004
G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	63,911
	Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)	66,816
G56	Electrical Fitter Level 1	61,174
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	64,231
	Electrical Fitter Level 3 (calculate 110% of Level 1)	67,292
	Electrical Fitter Level 4 (calculate 115% of Level 1)	70,349
G57	Plant Electrician Level 1	64,387
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	67,608
	Plant Electrician Level 3 (calculate 110% of Level 1)	70,828
	Plant Electrician Level 4 (calculate 115% of Level 1)	74,047
G58	Fitter Level 1	57,554
G4J	Fitter Level 2 (calculate 105% of Level 1)	60,431
	Fitter Level 3 (calculate 110% of Level 1)	63,309

	Fitter Level 4 (calculate 115% of Level 1)	66,186
G5D	Motor Mechanic Level 1	57,554
G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	60,431
	Motor Mechanic Level 3 (calculate 110% of Level 1)	63,309
	Motor Mechanic Level 4 (calculate 115% of Level 1)	66,186
	Charge/Supervisor or Project Leader	77,008
	Leading Hand Allowance	
196	Leading Hand 1 to 5	2,677
197	Leading Hand 6 to 10	3,431
198	Leading Hand > 10	4,485
	Tradesmen's Licence Allowance	Per annum \$
347	Plumber	2,642
347	Gasfitter	2,642
350	Drainer	3,474
350	Plumber and/or Gasfitter	3,474
350	Gasfitter and/or Drainer	3,474
350	Plumber and/or Drainer	3,474
352	Plumber/Gasfitter/Drainer	4,719
354	Drainer (Licensed)	2,190
357	Electrician	2,588
	Tradesmen's Registration	
205	Plumber -Computing Quantities	1,966
366	Computing Quantities	1,544
	Certificate Allowances	
307	Boiler Attendants Certificate Allowance	Per Instance \$ 8.00
308	Thermostatic Mixing Valve Certificate Allowance	Per annum \$ 1,397
	Apprentice Trades	
	1st Year	26,609
	2nd Year	34,042
	3rd Year	43,067
	4th Year	48,861
	Examination Allowance	
	1st Year	92.68
	2nd Year	185.49
	3rd Year	278.01
370	Industry Allowance	1,637.60
		Per Hour 1/07/16 \$
	Mobility Allowance	8.11
177	Welding Allowance	0.3
178	Bricklaying > 18 kg	2.23
179	Confined Spaces	1
180	Height Money	0.84
181	Hot Places	1
182	Insulation	1
183	Asbestos Eradication/Airborne Lead	2.72
184	Smoke Boxes A	0.53
185	Wet Places	0.83
186	Acid Furnaces, Stills	4.1
187	Smoke Boxes B	2
188	Clean down bricks	0.76



189	Spray Application	0.83
190	Roof Work	1
191	Explosive Power Tools	1.91
193	Dirty Work	0.83
214	Applying Obnoxious Substances	1
289	Legionella	3.75
		Per day \$
171	Fouled Equipment	9.41
176	Pneumatic Tool Operation	4.42
	Relief Daily Licence Allowances	
207	Plumber/Drainer/Gasfitter Licence	18.17
208	Drainer	9.88
209	Gasfitter/Drainer	8.3
210	Computer Quantities	13.14
212	Plumber/Drainer/Gasfitter	5.86
287	Registration Certificate	7.55
152	Chokages	Per Instance \$ 9.49
	Tool Allowance	Per Week
	Electrical Fitter/Electrical Mechanic/Plant Electrician	19.46

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.

**STAFF SPECIALISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198747)

Before Commissioner Murphy

7 July 2016

**AWARD****INDEX****PART A - AWARD**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Issue Resolution
4.	Normal Duties
5.	Salary
6.	Salary Sacrifice - Definition
7.	Salary Sacrifice
8.	Salary Sacrifice for Superannuation
9.	Limitation on the Amount to be Sacrificed
10.	Exclusions
11.	Managerial Allowance
12.	Performance Agreement
13.	Part-time Employment and Arrangements
14.	Work Location
15.	Outside Practice
16.	Postgraduate Fellow
17.	Annual Leave
18.	Long Service Leave
19.	Sick Leave
20.	Family and Community Service Leave
21.	Personal/Carer's Leave
22.	Maternity, Adoption and Parental Leave
23.	Telephones
24.	Office, Secretarial and Administrative Support
25.	Specialist Medical Administrators
26.	Labour Flexibility
27.	Anti-Discrimination
28.	Redundancy
29.	Underpayment and Overpayment of Salaries
30.	Monthly Leave Return
31.	No Extra Claims
32.	Area, Incidence and Duration

**PART B - MONETARY RATES**

Schedule 1 - Staff Specialists Salary Rates

Schedule 2 - Allowances

**PART C - OTHER MATTERS**

Schedule 1 - List of exclusions in relation to clauses 7 - 10  
(inclusive)

Schedule 2 - List of recognised Australasian Specialist  
Colleges

Schedule 3 - Specialties undertaking shiftwork

Annexure - Pro-forma Staff Specialist Performance  
Agreement

**PART A - AWARD****1. Title**

This Award shall be known as the Staff Specialists (State) Award

**2. Definitions**

"Award" means the Staff Specialists (State) Award.

"Employer" means the Secretary exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Entitlements" means entitlements pursuant to this Award as varied from time to time.

"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales)

"Health System" means the Public Health System of New South Wales.

"Hospital" means a public hospital as defined in section 15 of the Health Services Act 1997.

"Normal Duties" means clinical, teaching, research, administrative, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Part Time Working Arrangement" means an agreement between a Staff Specialist and the Employer for the Staff Specialist to provide his/her services on a part time employment basis pursuant to Clause 13 of this Award.

"Performance Agreement" is an agreement in accordance with the provisions of clause 12 of this Award.

"Postgraduate Fellow" means an employee who has completed postgraduate medical training but who has not yet been appointed as a specialist/senior specialist and who occupies a position classified as Postgraduate Fellow.

"Practice" means clinical, administrative, teaching, research, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Public Health Organisation" is as defined in section 7 of the Health Services Act 1997.

"Salary" means the salary set out in Part B, Schedule 1 to this Award as varied from time to time by Clause 5 of this Award.

"Staff Specialist" means a Specialist, Senior Specialist and Post Graduate Fellow (except where specifically excluded) employed on either a full time or a part time basis.

"Specialist" means a person appointed to a position of Specialist by the Employer. To be eligible for appointment a specialist must be a person who: -

- (a) holds a medical qualification that is registrable in New South Wales; and
- (b) after full registration has spent not less than five years in the practice of medicine in New South Wales in the Health System or in any other institution, whether in New South Wales or elsewhere, deemed by the Employer to be of equivalent standing; and
- (c) inclusive within the period described in (b) above has spent not less than three years in supervised specialist training and/or experience; and
- (d)
  - (i) has obtained a Fellowship of a recognised Australasian Specialist College (see Part C Schedule 2 for list of recognised Australasian Specialist Colleges); or
  - (ii) has proof of recognition as a specialist by the Specialists Recognition Advisory Committee; or
  - (iii) has conditional registration with the NSW Medical Board as an overseas-trained specialists (not including conditional registration as a general practitioner; or
  - (iv) does not have a qualification recognised under (i) (ii) or (iii) above, but has obtained an appropriate higher qualification in his/her specialty acceptable to the Employer after consideration by the Medical and Dental Advisory Committee of the Employer.
- (e) Any decision made by the Employer in determining whether any person is eligible to be appointed as a specialist shall not contravene any applicable provision of the Anti-Discrimination Act 1977

Notwithstanding the provisions of subclause (d) above, Staff Specialists who are paid pursuant to this Award (or an Enterprise Agreement) in place immediately before the commencement of this Award will continue to be recognised as Staff Specialists for the purpose of this Award.

"Senior Specialist" means a person who:

- (a) has been employed by the Employer on the maximum salary provided by this Award or the Award for a Specialist for a period of at least three years; and/or
- (b) has gained such experience and attained such ability in his/her specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
- (c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

### **3. Issue Resolution**

- (a) All parties must:
  - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and individual Staff Specialists; and
  - (ii) abide by the procedures set out in this Clause to resolve any issue which might arise; and
  - (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this Clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Award.

- (c) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (d) Any issue must be discussed in the first instance by the Staff Specialist and his or her immediate supervisor.
- (e) If the issue is not resolved within a reasonable time it must be referred by the Staff Specialist's immediate supervisor to the Chief Executive (however called) of the relevant Public Health Organisation (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time or such extended period as may be agreed.
- (f) If the issue remains unresolved the Staff Specialist may request the Federation to then confer with the Chief Executive of the Public Health Organisation or his/her nominee. The conclusions reached by those representatives must be reported to the parties involved in the grievance/dispute within a reasonable time or such extended period as may be agreed.
- (g) If these procedures are exhausted without the issue being resolved, either party may seek to have the matter mediated by an agreed third party being:
- (i) by way of preference, a person who is not employed as a Staff Specialist by the Employer and who has a knowledge of Staff Specialist arrangements, including this Award; or
  - (ii) a suitably qualified mediator.
- If the matter remains unresolved either party may then
- refer the matter to the Secretary of the NSW Ministry of Health, or
- refer the matter in accordance with the provisions of the Industrial Relations Act 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (h) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed. Unless agreed otherwise by the parties, the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practice in place:
- (i) immediately before the issue arose; or
  - (ii) immediately before any change was made to those procedures or practices which caused the issue to arise.
- (i) The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (j) Throughout all stages of these procedures adequate records must be kept of all discussions.

#### **4. Normal Duties**

##### **Part A - General**

- (a) Normal Duties will be worked for:
- (i) Not less than 40 hours per week; or
  - (ii) 10 sessions per week  
over five days per week.

- (b) The Normal Duties hours set out in (a) above may be averaged over
- (i) four days per week; or
  - (ii) a longer roster period
- as agreed between the Staff Specialist and the Employer, and specified in the Staff Specialist's performance agreement.
- (c)
- (i) With the exception of Staff Specialists working in accordance with paragraph (d) below, Normal Duties will be worked within the span of hours of 7.00 am to 6.00 pm Monday to Friday inclusive.
  - (ii) Where Normal Duties hours are averaged over a roster period longer than 1 week as provided for in (b) above, Normal Duties may be worked Monday to Sunday inclusive.
- (d) Shift Work
- (i) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award may be required to undertake shiftwork as part of their Normal Duties as specified in (a) or (b) above. This shiftwork may comprise day or evening shifts.
  - (ii) For Staff Specialists working shift work, Normal Duties will be worked within the span of hours of 7.00 am to midnight Monday to Sunday inclusive;
  - (iii) For Staff Specialists who undertake shiftwork, the normal rostered duties hours will be paid at ordinary time plus the appropriate penalty rate:
    - hours worked between 6.00 pm and midnight Monday to Friday - 12.5%;
    - hours worked between 7.00 am and midnight Saturday - 50%;
    - hours worked between 7.00 am and midnight Sunday - 75%; and
    - all hours worked on Public Holidays - 150%.

The penalty rate will be calculated on the Staff Specialist's salary as set in Part B Schedule 1 Rates of Pay of this Award plus the Special Allowance and Level 1 Private Practice Allowance specified in the Salaried Senior Medical Practitioners Determination, as varied from time to time.
  - (iv) Additional specialties or categories may be included in Part C Schedule 3 to this Award from time to time by agreement between the Federation and the Secretary of the NSW Ministry of Health. If agreement cannot be reached, either party may make application to the Industrial Relations Commission for a variation to Part C Schedule 3.
- (e) Staff Specialists will be available for reasonable on call and recall duties outside of Normal Duties.

#### **Part B - Normal Duties Roster Changes**

- (a) When developing rosters for Normal Duties in accordance with the provisions of Clause 4, Normal Duties of the Award, the Employer will ensure that:
- (i) Staff specialists are consulted and regard is to be given to any family, carer or other personal and professional concerns and responsibilities identified by the staff specialist to ensure, where practicable, that the staff specialist is not adversely affected and that alternative arrangements can be made if possible (eg change of child care or outside practice arrangements); and

- (ii) the principal outcome of changes to rosters is to maximise the effective delivery of clinical services by ensuring that senior medical staff are rostered to work Normal Duties at times and at places that most effectively meet the service delivery needs and operational requirements; and
  - (iii) rosters identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked.
- (b) On call rosters and responsibilities should align with Normal Duties roster days wherever practicable.
  - (c) Wherever practicable, the usual pattern of Normal Duties will be consistent from one roster period to the next.
  - (d) Notice Periods
    - (i) Wherever possible, the following notice periods will apply to changes to the Normal Duties roster:
      - 3 months notice of an ongoing change; or
      - 1 months notice of short-term change (eg to cover a planned absence or one-off event);
    - (ii) These provisions do not prevent the Employer from varying the roster of Normal Duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
  - (e) Shifts are to be shared equally amongst the staff specialists unless otherwise agreed.

#### **Part C - Transition Arrangements for Implementation of Clause 4 Normal Duties**

- (a) Staff Specialists employed at the time of making this Award will continue to work in accordance with the rostering arrangements in place at that time for a period of 6 months, unless a shorter transitional period is agreed between the Employer and Staff Specialists.
- (b) During this 6-month period, the Employer and Staff Specialists will work co-operatively to review the existing Normal Duties rostering arrangements and, where necessary, develop new Normal Duties rosters in accordance with the principles set out in the Normal Duties Roster Changes clause.

### **5. Salary**

- (a) A full time Staff Specialist will be paid the salary as set out in Schedule 1 of Part B Monetary Rates of this Award.
- (b) A Postgraduate Fellow will be paid the salary as set out in Schedule 1 Part B Monetary Rates of this Award.
- (c) A Staff Specialist will progress to the next incremental step on the anniversary date of his/her commencement as a Staff Specialist pursuant to Clause 2, Definitions.
- (d) This clause does not preclude the Employer, at the Employer's sole discretion:
  - (i) initially appointing a Staff Specialist to a higher step within the Staff Specialist range; or
  - (ii) accelerating a Staff Specialist through the steps within the Staff Specialist range irrespective of the length service.

Such accelerated progression does not include the Senior Specialist rate, which can only be accessed by appointment to a Senior Specialist position, in accordance with the definition in Clause 2 of this Award.

- (e) The weekly rate will be ascertained by dividing the annual salary by 52.17857.
- (f) The hourly rate for calculation of penalty rates will be 1/40th of the weekly rate.
- (g) Except as provided for elsewhere in this Award and other relevant industrial instruments, the salary set out in Part B Schedule 1, Rates of Pay of this Award will be full compensation for all aspects and hours of work.

#### **6. Salary Sacrifice - Definition**

For the purposes of Clauses 7, 8, 9, 10 "salary sacrifice" means the reduction in legally payable salary and allowances in exchange for benefits provided by the Employer.

#### **7. Salary Sacrifice**

In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.

- (a) Subject to the other provisions of this clause, Staff Specialists may salary sacrifice from the range of benefits the Secretary of the NSW Ministry of Health and Federation agree upon from time to time.
- (b) Salary sacrifice arrangements must be formalized by an agreement between the Staff Specialist and the employer.
- (c) The salary sacrifice agreement must be prospective, that is, the agreement must be made prior to the commencement of the period of service to which the earnings relate.
- (d) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed.
- (e) The fringe benefits tax on the benefits chosen by the Staff Specialist that would have been payable except for the public hospital fringe benefit exemption status, will be calculated for each Staff Specialist who enters into a salary sacrifice arrangement. This amount will be divided equally between the Employer and the Staff Specialist.
- (f) Any fringe benefits tax applicable to the benefits packaged by a Staff Specialist will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (g) The administration cost of each salary sacrifice agreement will be shared equally by the Employer and the participating Staff Specialist. The Staff Specialist's share will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (h) Subject to Clause 9, the total amount sacrificed in any salary sacrifice agreement may be up to 100% of the Staff Specialist's superannuable salary.
- (i) Any allowance, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.
- (j) Any pre-tax or post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to



superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.

### **8. Salary Sacrifice for Superannuation**

- (a) In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.
- (b) Consistent with the provisions of Clause 7. Salary Sacrifice, a Staff Specialist may elect, subject to the agreement of the Staff Specialist's employer, to sacrifice a part or all of his/her superannuable salary to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to Clause 9, the amount sacrificed may be up to 100% of the superannuable salary.
- (c) Where the Staff Specialist has elected to sacrifice a part or all of that superannuable salary to additional employer superannuation contributions:
- (i) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (ii) Any allowance, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or any applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.
- (d) The Staff Specialist may elect to have the amount of superannuable salary which is sacrificed to additional superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where a Staff Specialist elects to salary sacrifice in terms of subclause (d) above, the employer will pay the specified amount into the relevant superannuation fund.
- (f) Where the Staff Specialist is a member of a superannuation scheme established under:
- (i) the Police Regulation (Superannuation) Act, 1906;
  - (ii) the Superannuation Act, 1916;
  - (iii) the State Authorities Superannuation Act, 1987;
  - (iv) the State Authorities Non-contributory Superannuation Act, 1987; or
  - (v) the First State Superannuation Act, 1992.

The Staff Specialist's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the Staff Specialist's

superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of his/her superannuable salary to superannuation, a Staff Specialist had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the superannuable salary to the same extent as applied before the Staff Specialist sacrificed that amount of 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.
- (h) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

### **9. Limitation on the Amount to Be Sacrificed**

If a Staff Specialist sacrifices under both Clauses 7 and 8, the total amount to be sacrificed may be up to 100% of the superannuable salary.

### **10. Exclusions**

For the individuals named in Part C Schedule 1 to this Award, the provisions of Clauses 6, 7, and 9 will be applied with certain modifications, while they remain in the positions they occupy as at 22 October 1999. The details of the modifications are set out in Schedule 1 of Part C, Other Matters of this Award. Those individuals who move to new positions or who elect to be removed from Schedule 1, Part C Other Matters will be entitled to the provisions of Clauses 6, 7, and 9 without modification and will have no right of reversion to the previous provisions.

### **11. Managerial Allowance**

- (a) It is an expectation that a certain level of management responsibility is an essential part of the duties of a Staff Specialist.
- (b) In addition to the salaries prescribed by this Award, a Staff Specialist required by the Employer to undertake additional responsibilities specifically associated with the management of a unit, department or service shall be paid an additional allowance as set out in Schedule 2 of Part B to this Award.
- (c) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all, of the following:
  - (i) cost centre management including budget preparation and management of allocated budget
  - (ii) participation in planning and policy development
  - (iii) responsibility for the co-ordination of research, training or teaching programs
  - (iv) membership and participation in senior executive management teams
- (d) The Managerial Allowance at the Level 1 rate is payable to Staff Specialists who satisfy the criteria in (c) and who are specifically required by the Employer to undertake these additional managerial responsibilities. It is expected that a Staff Specialist receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff (including other Staff Specialists, Career Medical Officers and Junior Medical Officers where staff from these classifications are in the unit, service or department being managed), allocation of duties, approval of staff rosters, implementation of the provisions of Clause 12 Performance Agreement in respect of other Staff Specialists in the unit, service or department being managed, monitoring of hours worked

and other performance management matters. It is also expected that a Staff Specialist receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.

- (e) The Managerial Allowance at the Level 2 rate is payable to those Staff Specialists satisfying the criteria in (c) and (d) who, in the assessment of the Employer, have significant additional managerial responsibilities involving multiple units, services or departments, eg. Divisional responsibility.
- (f) The Managerial Allowance at the Level 3 rate is payable to those Staff Specialists who, in addition to satisfying the criteria in (e), have a level of managerial responsibility deemed by the Employer to require an allowance at the Level 3 rate, eg. Area-wide responsibility. It is recognised that managerial responsibilities at this level may not involve the duties at a Department or unit level outlined in (d).
- (g) The Managerial Allowances are not cumulative and are only payable for the period in which the Staff Specialist has been allocated the additional managerial responsibilities by the Employer.
- (h) Managerial allowances may be withdrawn with one month's notice by the Employer if it determines that it no longer requires the Staff Specialist to undertake the relevant managerial responsibilities. This subclause does not apply to Staff Specialists who have been appointed to a position where the managerial duties for which the allowance is paid are an intrinsic part of the substantive position.
- (i) The Managerial Allowances shall be paid during paid absences on approved leave, on termination of employment including voluntary redundancy (on the basis of pro rata the annual amount for each week of paid leave) and for superannuation.
- (j) The Employer may direct a Staff Specialist, as a condition of receiving the managerial allowance, to attend training intended to support and improve management skills and competencies.

## 12. Performance Agreement

- (a) Each full time and part time Staff Specialist will have a written annual Performance Agreement developed jointly by the Staff Specialist and his/her designated supervisor and signed by the Chief Executive (however called) of the relevant Public Health Organisation or his or her nominee. The standard format to be used for performance agreements is annexed to this Award.
- (b) The Performance Agreement will be developed and completed within one month of the offer of a draft performance agreement. A Staff Specialist who at the time of making of this Award does not have a written Performance Agreement, will develop and complete a Performance Agreement within one month of the offer of a draft performance agreement.
- (c) In the event that agreement is not reached within a further 2 weeks, the matter must be resolved in accordance with the provisions of Clause 3, Issues Resolution of this Award.
- (d) The Staff Specialist and his/her designated supervisor will jointly review the Staff Specialist's performance under the Performance Agreement once in each 12 month period. Each review is to include an evaluation of the Staff Specialist's level of achievement of any specified service improvement objectives which are agreed between the Staff Specialist and his/her supervisor.
- (e) A Performance Agreement will include, but not necessarily be limited to, the following:

Details of the time and place that the normal duties are to be worked.

The nature of work to be performed during normal duties, (whether that is clinical, teaching, administrative, research, quality improvement or other activities).

The anticipated on call frequency and roster.

Any specific call back requirements.

Private billing expectations for Level 1 Staff Specialists.

Any agreement on the amount of time that the Staff Specialist will be released from Normal Duties eg to undertake college and other professional association activities.

Where appropriate, any financial, activity targets or health targets.

Specific commitments and standards from the Employer for the provision of clinical support, including staff, equipment, facilities and billing.

Expectations in respect of management responsibilities, quality improvement and clinical governance activities, post graduate and undergraduate teaching activities, continuing education, research, health outcomes.

Any part time working arrangement in accordance with clause 13 of this Award or outside practice approvals in accordance with clause 15 of this Award.

- (f) The parties agree that clinical, research, teaching, administrative, quality improvement and managerial duties are important aspects of the Normal Duties of a staff specialist. The allocation of time to perform these duties will form part of the performance agreement process and be reviewed as part of the performance agreement review process.

### **13. Part Time Employment and Arrangements**

- (a) Staff Specialists covered by this Award may, with the approval of the Employer, work part-time with the Employer by entering into a written Part Time Working Arrangement which may be varied from time to time by agreement.
- (b) The minimum period of work under a part time working arrangement is 0.1 full time equivalent (FTE).
- (c) Part time Working Arrangements can either be on an on-going basis or for a fixed term (with subsequent return to full time hours for permanent Staff Specialists). The type of working arrangement must be specified in the Part time Working Arrangement and if the arrangement is for a fixed term, then the period of time must also be specified.
- (d) Transfer from an on-going Part Time Working Arrangement to full time employment, or early termination of a fixed term Part time Working Arrangement (with consequential return to full time employment for permanent Staff Specialists) must be by agreement between the Staff Specialist and the Employer and recorded in writing.
- (e) A Staff Specialist employed under a Part Time Agreement pursuant to this Clause will be entitled to accrue all entitlements including salary on a proportionate basis to a Staff Specialist employed on a full time basis.
- (f) A Staff Specialist who works pursuant to a Part Time Agreement will progress to the next incremental step every 12 months from the date of the Staff Specialists commencement of employment, provided the work performed by the Staff Specialist extraneous to the Part Time Agreement is commensurate with the experience of a full-time Staff Specialist and is acceptable to the Employer. This subclause does not preclude accelerated progression.
- (g) Staff Specialists employed pursuant to a Part Time Working Arrangement must participate in the on-call roster to a reasonable extent. The on-call obligations of part time Staff Specialists will be, wherever practicable, aligned to the part time Staff Specialist's normal duties.
- (h) In determining reasonable on-call rosters for part time Staff Specialists, consideration should be given to the level of on-call participation applicable to full time and part time Staff Specialists on the same on-call roster.

- (i) A Staff Specialist is required to provide a minimum notice period of three months when requesting the Employer's approval to reduce from full time to part time employment, or to reduce a fractional appointment. The Employer may consider a lesser period of notice of the request where pressing personal circumstances apply.

#### **14. Work Location**

- (a) Subject to the provisions of this clause, a Staff Specialist may be required by the Employer to work at any of the hospitals, institutions or other health services conducted by the relevant public health organisation.
- (b) Before a requirement under subclause (a) above is made, the Employer will ensure that:
  - (i) the Staff Specialist is consulted in regard to the proposal to require work at another location;
  - (ii) the duties are consistent with the Staff Specialist's area of specialty, expertise and seniority and the Labour Flexibility clause of this Award;
  - (iii) the travel requirements are reasonable having regard to:
    - (1) the number of work locations,
    - (2) the frequency of attendance at each work location
    - (3) the distance of those work locations from the Staff Specialist's place of residence at the time the Staff Specialist accepted his/her offer of appointment as a Staff Specialist and
    - (4) the travelling time normally involved in attending the place of work at the time of making this award
  - (iv) while it is generally expected that Staff Specialists will not be required to provide services at more than two locations, in particular specialties, geographic circumstances or networking arrangements, Staff Specialists may be required to provide services at more than two locations;
  - (v) a Staff Specialist required to work at another location will have access to the same parking arrangements as those provided to other Staff Specialists at that location and shall be reimbursed by the Employer for any additional parking fees or road tolls paid as a consequence of working at more than one location;
  - (vi) where on call duties are rostered, the Staff Specialist is capable of returning to the workplace within a reasonable timeframe for an emergency call back (a change of the Staff Specialist's place of residence does not exempt the Staff Specialist from the on call obligations established at the time of his or her appointment or the obligations in place at the time of the making of this Award);
  - (vii) wherever practicable, on-call obligations are aligned to the Staff Specialist's normal duties. There shall be no additional on call obligations placed upon a Staff Specialist by reason of any requirement arising from this clause. In determining on-call rosters, consideration should be given to the level of on-call participation of other Staff Specialists on the same on-call roster;
  - (viii) the letter of appointment and/or the performance agreement will specify the locations where the Staff Specialist will be required to provide services. Where the Employer requires a Staff Specialist to commence work at an additional location not specified in the letter of appointment/annual performance agreement, the Employer will give 3 months notice;
  - (ix) regard is given to any family, carer or other personal responsibilities identified by the Staff Specialist so as to minimise any potential adverse impacts on those responsibilities;

- (x) a Staff Specialist required to work at another location will not be financially disadvantaged in regard to drawings, accounting fees for partnerships and reimbursement of medical indemnity payments made from the No.1 Account, as a result of any such requirement;
- (xi) the relevant factors for determining financial disadvantage will be:
  - (1) Drawings - percentage of maximum drawings paid to the Staff Specialist averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect;
  - (2) Accounting fees for partnerships - the accounting fees for partnerships reimbursement received by or paid on behalf of the Staff Specialist, relative to her/his partnership share, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect; and
  - (3) Medical indemnity payments - percentage of indemnity reimbursement received by or paid on behalf of the staff specialist relative to the amount claimed where any differential is as a result of insufficient funds available in the No.1 Account, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect.

Where financial disadvantage occurs in relation to drawings, accounting fees for partnerships and medical indemnity reimbursement in accordance with these comparators, the Employer will provide supplementary funding to fully alleviate the financial disadvantage.

The supplementary funding, when provided, will be for an initial period of five years. At the conclusion of the five year period, the supplementary funding may be continued by approval of the Secretary of the NSW Ministry of Health.

- (xii) adequate resources are made available to the Staff Specialist at the additional work location;
  - (xiii) the next annual performance review process will be the means of determining whether non-clinical time should be changed as a result of the requirement to work at another location;
  - (xiv) reporting lines are clearly specified for each location at which the Staff Specialist is required to work;
  - (xv) the requirement for a staff specialist to work at another location will not impose an unreasonable workload on the staff specialists remaining at the primary work location.
- (c) In the event that a Staff Specialist is required to work at an additional location and the Staff Specialist contends that the requirement is unreasonable and/or would have a harsh or unfair impact, the Staff Specialist may invoke the Issue Resolution clause of this Award.
  - (d) These arrangements in no way proscribe the Employer's capacity to direct a Staff Specialist to temporarily work at a location other than the Staff Specialist's primary work location or locations where there is an emergency situation, subject to the Employer considering any personal circumstances that may be raised by the Staff Specialist.

#### **15. Outside Practice and Other Business Activities**

- (a) A full time Staff Specialist must seek the Employer's approval to engage in medical practice, paid employment or other business activities otherwise than with the Employer.

- (b) Any such approval must be in writing, may be time limited, and must not conflict with the Staff Specialist's commitments to the Employer or obligations under the Code of Conduct issued by the Ministry of Health as varied from time to time.
- (c) Details of the proposed outside practice commitments, including the location, employer (if any), working times, duration of work, and any on-call commitments must be included in the request for approval.
- (d) Part time staff specialists must notify the Employer of any outside practice (including services provided for another public health organisation or Division of the NSW Health Service). Where the Employer has identified a conflict of interest, or a significant risk of a conflict of interest or conflict with the employer's duty of care arising, and the staff member refuses to cease, or to make necessary adjustments to, his or her outside practice, the Employer may take action to resolve the conflict consistent with any applicable Ministry policies and the Code of Conduct as varied from time to time.
- (e) Subject to any commercial arrangement, a Staff Specialist is not to use any of the Employer's staff or property for activities associated with any outside practice they may undertake.
- (f) No outside practice is to be performed by a Staff Specialist during the span of hours designated for the performance of normal duties as applicable to him or her.

#### **16. Postgraduate Fellow**

- (a) Appointment as a post-graduate fellow will be limited to one year with eligibility for re-appointment on an annual basis for a maximum of 3 years unless there is specific agreement between the individual and the Employer for a lesser period.
- (b) Remuneration will be as outlined in Schedule 1 of Part B Monetary Rates of this Award.
- (c) Post-graduate fellows will be entitled to all other provisions of this Award as if they were appointed as a Staff Specialist, except for salary.

#### **17. Annual Leave and Annual Leave Loading**

##### **A. Annual Leave**

- (a) All Staff Specialists shall be allowed 5 weeks annual leave on full pay in respect of each 12 months service with the Employer plus 1 day on full pay in respect of each public holiday occurring within the period of such leave.
- (b) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award and who are required to work on Sundays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each shift so worked as follows:
  - if 30 or more Sunday shifts have been worked - one week;
  - if less than 30 have been worked - leave proportionately calculated on the basis of 40 hours leave for 30 such shifts worked.
- (c) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to the annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the Employer and the Staff Specialist be postponed for a further period not exceeding 6 months.
- (d) If the Staff Specialist and the Employer so agree, the annual leave or any such separate period may be taken wholly or partly in advance, before the Staff Specialist has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not

commence to accrue until the expiration of the 12 months in respect of which the annual leave or part thereof has been so taken.

- (e) Except as provided by this clause, payment shall not be made by the Employer to a Staff Specialist in lieu of any annual leave or part thereof nor shall any such payment be accepted by the Staff Specialist.
- (f) Subject to the provisions of the New South Wales Annual Holidays Act 1944, the Staff Specialist and the Employer should determine a mutually agreeable date from which annual leave is to be taken and unforeseen circumstances excepted, agreement should be reached two months prior to the commencement of the annual leave.
- (g) The Employer shall pay each Staff Specialist before entering upon annual leave his/her salary for the period of leave if requested by the Staff Specialist, otherwise, the payment will be made in the usual pay period.
- (h) Where the employment of a Staff Specialist is terminated, the Staff Specialist shall be entitled to receive proportionate payment for each completed month of service at the salary which such Staff Specialist is entitled under this Award.
- (i) Where the annual holiday under this clause or any part thereof has been taken in advance by a Staff Specialist pursuant to subclause (d) of this clause, and
  - (i) the employment of the Staff Specialist terminates before he/she has completed the year of employment in respect of which such annual holiday or any part was taken; and
  - (ii) the sum paid by the Employer to the Staff Specialist as ordinary pay for the annual holiday or any part so taken in advance exceeds the sum which the Employer is required to pay to the Staff Specialist under subclause (g) of this clause;

the Employer shall not be liable to make any payment to the Staff Specialist under the said subclause (g), and shall be entitled to deduct the amount of such excess from any remuneration payable to the Staff Specialist upon the termination of the employment.

#### **B. Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties**

- (a) Staff Specialists who become entitled to and take annual leave pursuant to Part A of this clause, shall be paid ordinary salary plus either:
  - (i) an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks ordinary salary, not exceeding the amount equivalent to 17.5% of four weeks ordinary salary for maximum salary of Clerk Grade 12 under the provisions of the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award as varied from time to time; or
  - (ii) in the case of a Staff Specialist employed in a specialty or category specified in Part C Schedule 3 to this Award who would have earned shift allowances and/or weekend penalties in excess of the amount of annual leave loading indicated in subclause (a) (i) above, had he/she not taken annual leave; those shift allowances and weekend penalties relating to the ordinary time the Staff Specialist would have earned had he/she not taken annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (b) In respect of a Staff Specialist who becomes entitled to take annual leave pursuant to subclause (a) of Part B of this clause, and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subclause (a) (i) of Part B of this clause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the



broken period of annual leave, not exceeding the maximum amount calculated for the same broken period, is to be paid to the Staff Specialist in addition to ordinary salary for the period.

- (c) In respect of a Staff Specialist employed in a specialty or category specified in Part C Schedule 3 of this Award, who becomes entitled to take annual leave pursuant to Part A of this clause, and who takes that annual leave in broken periods, the entitlement to annual leave loading and the maximum amount are to be calculated in the same way as indicated in subclause (b) of Part B of this clause, for the period of annual leave being taken compared with the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the Staff Specialist in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in subclauses (a) (b) and (c) of Part B of this clause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except provided for in subclause (f) of Part B of this clause), and excludes allowances, penalty or disability rates, commission, bonuses or incentive payments etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to a Staff Specialist who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken wholly or partly in advance. Staff specialists employed in a specialty or category specified in Part C Schedule 3 of this Award already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid annual leave loading under this subclause.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to a Staff Specialist who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement).
- (h) Upon retirement of a Staff Specialist or upon termination by the Employer of a Staff Specialist for any reason other than misconduct, the Staff Specialist shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays pursuant to subclause (b) of Part A of this clause, no annual leave loading is payable. Staff specialists employed in a specialty or category specified in Part C Schedule 3 of this Award are to be paid, in addition to ordinary salary for such annual leave period/s the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave).

### **C. Pay out of Additional Accrued Annual Leave**

- (a) The provisions of sub-clauses 17(A)(a) and 17(A)(b) above entitle Staff Specialists to paid annual leave additional to that available under clause 3(1)(b) of the Annual Holidays Act 1944, which is four weeks paid leave per annum. A Staff Specialist entitled to such additional paid annual leave can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave. This can include additional annual

leave accrued through recognised prior service in a classification other than as a Staff Specialist, provided that such leave is additional to that available under clause 3(1)(b) of the Annual Holidays Act 1944.

- (b) Such salary for the period of additional leave paid out will be calculated in the manner detailed at sub-clause (g) below.
- (c) A Staff Specialist electing to be paid an amount equivalent to the value of such accrued additional annual leave in lieu of taking the additional leave shall make such request in writing, which for this purpose can include electronic requests.
- (d) Each election for cashing in additional leave shall be by way of a separate request. Payment shall be made provided the request is received by the employer with a minimum of four weeks' notice, with the payment being effected on the next usual pay day for that employee following the conclusion of such minimum notice.
- (e) An election to cash in additional leave is purely at the volition of the Staff Specialist.
- (f) The amount of accrued additional annual leave to be cashed in will be at the discretion of the requesting Staff Specialist, who may nominate a number of hours or days or weeks. Such nomination will be for a minimum of 40 hours/ five days/one week of additional annual leave.
- (g) Payment of accrued additional annual leave shall occur as follows:

- (i) Staff Specialists Level 1

Cashing in is at the rate that would have been otherwise payable if the annual leave was actually taken. This rate is the applicable salary as set out in Part B Schedule 1 'Salary Rates' of this Award, plus the Special Allowance and the Level 1 Private Practice Allowance specified in the Staff Specialists Determination, as varied from time to time.

Such payment will include those additional components considered salary for all purposes eg Managerial Allowance; Emergency Physician Allowance where payable to the Staff Specialist.

- (ii) Staff Specialists Levels 2 and 3

Cashing in is at the rate determined by the applicable salary as set out in Part B Schedule 1 'Salary Rates' of this Award, plus the Special Allowance, and the relevant Level 2 or Level 3 Private Practice Allowance specified in the Staff Specialists Determination, as varied from time to time, but does not include any drawing rights payable pursuant to the rights of private practice provisions of the Staff Specialists Determination.

Such payment will include those additional components considered salary for all purposes eg Managerial Allowance, where payable to the Staff Specialist.

- (iii) Staff Specialists Levels 4 and 5

Cashing in is at the rate determined by the applicable salary as set out in Part B Schedule 1 'Salary Rates' of this Award, plus the Special Allowance, as varied from time to time, but does not include any drawing rights payable pursuant to the rights of private practice provisions of the Staff Specialists Determination.

Such payment will include those additional components considered salary for all purposes eg Managerial Allowance, where payable to the Staff Specialist.

**18. Long Service Leave**

- (a) Entitlement and Accrual
- (i) After service for 7 years or more but not more than 10 years, a Staff Specialist is entitled to Long Service Leave, proportionate to his or her length of service, calculated at the rate of 2 months on full pay for 10 years served.
  - (ii) After service for more than 10 years, a Staff Specialist is entitled to Long Service Leave under subclause (i) above in respect of the first 10 years and additional long service leave, proportionate to his or her length of service, calculated at the rate of 5 months on full pay for each 10 years served after the first 10 years.
- (b) Definition of Service
- (i) For the purposes of this clause:
    - (1) service shall mean continuous service with the Employer (as defined by this Award),
    - (2) continuous service shall have the same meaning as in Schedule 2 of the Government Sector Employment Regulation 2014,
    - (3) prior government service will be recognised in accordance with the provisions outlined in Schedule 2 of the Government Sector Employment Regulation 2014.
  - (ii) Broken periods of service with the Employer in one or more public health organisations shall count as service.
  - (iii) Service shall not include any period of leave without pay except in the case of Staff Specialists 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 6 months taken after 22 August 1972.
- (c) Taking Long Service Leave
- (i) A staff specialist with an entitlement to long service leave may elect to access such entitlement:
    - (1) on full pay;
    - (2) on half pay; or
    - (3) on double pay.
  - (ii) When a Staff Specialist takes long service leave, the leave entitlement will be deducted on the following basis:
    - (1) a period of leave on full pay - the number of days so taken;
    - (2) a period of leave on half pay - half the number of days so taken; or
    - (3) a period of leave on double pay - twice the number of days so taken.
  - (iii) If a public holiday occurs whilst a Staff Specialist is taking long service leave and the Staff Specialist would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.
  - (iv) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Staff Specialist.

- (d) Payment on Termination
- (i) On the termination of employment of a Staff Specialist with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Staff Specialist 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 Staff Specialist at the date of such termination.
  - (ii) Where a Staff Specialist who has acquired a right to long service leave, or after 5 years and less than seven years service, dies, the Staff Specialist's estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such Staff Specialist had his/her services been terminated as referred to in subclause (d)(i) of this clause, and such monetary value shall be determined according to the salary payable to the Staff Specialist at the time of his/her death.
  - (iii) Where the services of a Staff Specialist with at least 5 years service but less than seven years service, are terminated by the Employer for any reason other than the Staff Specialist's serious and wilful misconduct, or by the Staff Specialist 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 2 months long service leave for 10 years service.
- (e) Preservation of Rights to Long Service Leave
- (i) Rights to long service leave under this Clause shall be in replacement of rights to long service leave, if any, which at the commencement of this Award may have accrued or may be accruing to a Staff Specialist and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Award.
  - (ii) Where a Staff Specialist 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 Staff Specialist may be entitled pursuant to this Clause.
- (f) Accrual of other entitlements whilst on long service leave
- (i) During a period of long service leave on half pay, a Staff Specialist will continue to accrue at the full time equivalent rate except for annual leave that will accrue at the rate of 50%.
  - (ii) During a period of long service leave on double pay, a Staff Specialist will continue to accrue at the full time equivalent rate including annual leave which will accrue at the single time rate.

## 19. Sick Leave

A full-time Staff Specialist shall be entitled to sick leave on full pay calculated by allowing ten working days for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions;

- (a) the Employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the Employer or may require other satisfactory evidence of the sickness.
- (b) a Staff Specialist shall not be entitled to sick leave until after 3 months' continuous service.
- (c) a Staff Specialist shall not be entitled to sick leave on full pay for any period in respect of which such Staff Specialist is entitled to workers' compensation; provided, however, that the Employer shall pay to a Staff Specialist who has a sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. The Staff Specialist's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 1 week which the difference paid bears to full pay.

- (d) for the purposes of this clause "service" means service in any of the positions covered by this Award, provided that any person who was employed by the Employer immediately prior to becoming a Staff Specialist in any position covered by this Award shall be entitled to add to his/her service under this Award the service that he/she has had under any other award/agreement covering his/her employment by the Employer provided that Staff Specialists who are employed by the Employer 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, and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.
- (e) The Employer shall not terminate the services of a Staff Specialist, 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 a Staff Specialist is fit to continue in employment and the Staff Specialist refuses to resume duty.
- (f) If a dispute arises as to whether a Staff Specialist is fit to continue in employment, such dispute shall be addressed in accordance with Clause 3, Issue Resolution.
- (g) An employee who ceases employment in one public health organisation and within two months of the last day of service commences employment in another public health organisation does not lose any accrued but untaken sick leave.

## **20. Family and Community Services Leave**

- (a) General
  - (i) For the purpose of this clause relating to FACS leave:
    - "relative" means a person related by blood, marriage or affinity;
    - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
  - (ii) The appropriate Chief Executive or authorised delegate may grant FACS leave to a Staff Specialist:
    - (1) to provide care and/or support for sick members of the Staff Specialist's relatives or household; or
    - (2) for reasons related to the family responsibilities of the Staff Specialist (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
    - (3) for reasons related to the performance of community service by the Staff Specialist (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
    - (4) in a case of pressing necessity (e.g. where a Staff Specialist is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
  - (iii) FACS leave replaces compassionate leave.

- (iv) A Staff Specialist is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(b) Entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to a Staff Specialist is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Staff Specialist since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) FACS leave is available to part-time Staff Specialists on a pro rata basis, based on the percentage of the full time salary the Staff Specialist receives.

(c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to a Staff Specialist on the death of a relative or member of a household as defined in subclause (a) (i) of this clause.

(d) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant a Staff Specialist other leave entitlements for reasons related to family responsibilities or community service of the Staff Specialist.

A Staff Specialist may elect, with the consent of the Employer, to take annual leave; long service leave; or leave without pay.

## 21. Personal/Carer's Leave

(a) Use of sick leave to care for the person concerned - definitions

A person who needs the Staff Specialist's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the Staff Specialist; or
- (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Staff Specialist or spouse or de facto spouse of the Staff Specialist; or
- (iv) a same sex partner who lives with the Staff Specialist as the de facto partner of that Staff Specialist on a bona fide domestic basis; or
- (v) a relative of the Staff Specialist who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(b) Use of sick leave to care for the person concerned - entitlement

(i) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the Staff Specialist being responsible for the care and support of the person concerned; and

(2) the person concerned being as defined in subclause (a) of this clause.

(ii) A Staff Specialist with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

(iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by a Staff Specialist with responsibilities in relation to a person who needs their care and support.

(iv) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.

(v) The Staff Specialist shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

(vi) The Staff Specialist has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

(vii) The Staff Specialist is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

(viii) The Staff Specialist shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Staff Specialist, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Staff Specialist to give prior notice of absence, the Staff Specialist shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

(ix) In normal circumstances, the Staff Specialist must not take leave under this part where another person has taken leave to care for the same person.

(c) Use of other leave entitlements

A Staff Specialist may elect, with the consent of the Employer, to take:

(i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. A Staff Specialist and the Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. A Staff Specialist may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (ii) long service leave; or
  - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of this clause.
- (d) Use of make-up time
- (i) A Staff Specialist may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Staff Specialist takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of normal duties hours defined in Clause 4 of this Award, at the ordinary rate of pay.
  - (ii) A Staff Specialist on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Staff Specialist takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

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

### **A Maternity Leave**

(a) Eligibility

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

A Staff Specialist 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-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with:  
or
- (ii) the Staff Specialist 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.

(b) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining a Staff Specialist's eligibility to receive paid maternity leave. For example, where a Staff Specialist moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining a Staff Specialist's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the Government Sector Employment Act 2013 will be recognised, provided that:

- (i) service was on a full-time or part-time basis;
- (ii) cessation of service with the former government sector agency was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (iii) the Staff Specialist commences duty with the Employer within two months of ceasing employment with the former government sector agency. Where there is such a break in service, such break will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.



(c) Entitlement to Paid Maternity Leave

An eligible Staff Specialist 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 a Staff Specialist to take this period off work. However, if a Staff Specialist decides to work during the nine weeks prior to the date of birth it is subject to the Staff Specialist 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 a Staff Specialist to remain on full pay for that period.

(d) Unpaid Maternity Leave

(i) Full time and part time Staff Specialists who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(ii) Full time and part time Staff Specialists who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(e) Applications

A Staff Specialist who intends to proceed on maternity leave should formally notify the 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.

(f) Variation after Commencement of Leave

After commencing maternity leave, a Staff Specialist may vary the period of her maternity leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen days' before the start of the extended period. The Employer may accept less notice if convenient.

A Staff Specialist 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.

(g) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act 1996 (Section 69) any person who occupies the position of a Staff Specialist on maternity leave must be informed that the Staff Specialist has the right to return to her former position. Additionally, since a Staff Specialist 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 Staff Specialist elects to return to duty, whichever occurs first.

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

When the Staff Specialist has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service 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, sick leave and long service leave.

Except in the case of Staff Specialists 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 Staff Specialist 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.

(i) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy a Staff Specialist 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 a Staff Specialist 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 Staff Specialist then commences maternity leave with the normal provisions applying.

(j) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, a Staff Specialist cannot carry out the duties of her position, the 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 70 of the Industrial Relations Act 1996. A position to which a Staff Specialist is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(k) Miscarriages

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

(l) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) a Staff Specialist 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.

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

A Staff Specialist 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 a Staff Specialist return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(n) Right to Return to Previous Position

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

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

(o) Further Pregnancy While on Maternity Leave

Where a Staff Specialist becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If a Staff Specialist enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases

A Staff Specialist who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (d)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

A Staff Specialist who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

A Staff Specialist who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

## **B Adoption Leave**

(a) Eligibility

All full time and part time Staff Specialists who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

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

A Staff Specialist 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

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (ii) the Staff Specialist 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.

(b) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(c) Entitlement

- (i) Paid Adoption Leave

Eligible Staff Specialists 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 a Staff Specialist to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible Staff Specialists 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 Staff Specialist and the employer.

(d) Applications

Due to the fact that a Staff Specialist may be given little notice of the date of taking custody of a child, Staff Specialists 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.

(e) Variation after Commencement of Leave

After commencing adoption leave, a Staff Specialist 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 the Employer may accept less notice if convenient.

(f) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(h) Right to return to Previous Position

As per maternity leave conditions.

**C. Parental Leave**

(a) Eligibility

To be eligible for parental leave a full time or part-time Staff Specialist 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.

A Staff Specialist 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-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (ii) the Staff Specialist 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.

(b) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(c) Entitlements

Eligible Staff Specialists 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:

- (i) 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
- (ii) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (iii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:  
  
at the Staff Specialists 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.
- (iv) Extended parental leave cannot be taken at the same time as the Staff Specialist's spouse or partner is on maternity or adoption leave except as provided for in subclause (a)(i) of Part D Right to Request of this clause.

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

(d) Applications

A Staff Specialist 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.

- (i) In the case of extended parental leave, the Staff Specialist should give written notice of the intention to take the leave.
- (ii) The Staff Specialist 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 Staff Specialist. In such an instance, the Staff Specialist should notify the employer as early as practicable.
- (iii) The Staff Specialist 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.

- (iv) In the case of extended parental leave, the Staff Specialist must, before the start of leave, provide a statutory declaration by the Staff Specialist stating:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (e) Variation after Commencement of Leave -

After commencing parental leave, a Staff Specialist 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 the Employer may accept less notice if convenient.
- (f) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (g) Right to Return to Previous Position

As per maternity leave conditions.

#### **D. Right to Request**

- (a) A Staff Specialist entitled to maternity, adoption or parental leave may request the Employer to allow the Staff Specialist:
  - (i) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the Staff Specialist in reconciling work and parental responsibilities.
- (b) The Employer shall consider the request having regard to the Staff Specialist's circumstances and, provided the request is genuinely based on the Staff Specialist's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Staff Specialist's request and the Employer's decision made under subclauses (a)(ii) and (iii) must be recorded in writing.
- (d) Where a Staff Specialist wishes to make a request under subclause (a)(iii):
  - (i) the Staff Specialist is to make an application for leave without pay to reduce their full time weekly hours of work
  - (ii) such application must be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the Staff Specialist's 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.

- (iv) Staff Specialists who return from leave under this arrangement remain full time Staff Specialists.

#### **E. Communication During Leave**

- (a) Where a Staff Specialist is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Staff Specialist held before commencing the leave; and
  - (ii) provide an opportunity for the Staff Specialist to discuss any significant effect the change will have on the status or responsibility level of the position the Staff Specialist held before commencing the leave.
- (b) The Staff Specialist shall take reasonable steps to inform the Employer about any significant matter that will affect the Staff Specialist's decision regarding the duration of the leave to be taken, whether the Staff Specialist intends to return to work and whether the Staff Specialist intends to request to return to work on a part time basis.
- (c) The Staff Specialist shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause (a).

#### **NOTE:**

- (a) Where a temporary Staff Specialist is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

The Employer must not fail to re-engage a temporary Staff Specialist because:

the Staff Specialist or Staff Specialist's spouse is pregnant; or

the Staff Specialist is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of temporary Staff Specialists are not affected, other than in accordance with this clause.

- (b) Liability for Superannuation Contributions

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

### **23. Telephones**

A Staff Specialist required by the Employer to have a telephone for the purposes of official duty at his/her home address shall, on presenting an account relating to that telephone be reimbursed -

- (a) three-quarters of the cost of the rental of the telephone; and
- (b) the cost of all official STD telephone calls or its equivalent.

No payment for residential fixed telephone will be made where the Employer has issued a mobile phone to the Staff Specialist (unless the Staff Specialist resides in an area with no mobile phone coverage).

### **24. Office, Secretarial and Administrative Support**

Staff Specialists will have access to such office, secretarial and administrative support as may be reasonably necessary to undertake the requirements of the position.

**25. Specialist Medical Administrators**

- (a) Where the Employer determines that Fellowship of the Royal Australian College of Medical Administrators is an essential requirement for appointment to a position, the holder of that position will be appointed as a Staff Specialist in accordance with the arrangements set out below.
- (b) Pursuant to clause 5(c) of this Award, Staff Specialists appointed in accordance with this clause will progress to the next incremental step, up to and including Year 5, on the anniversary date of his/her commencement.
- (c) Appointment or progression to Senior Staff Specialist grade may occur when the Employer requires the Staff Specialist to have duties and responsibilities:
  - (i) across an area health service; or
  - (ii) involving management of multiple services, units or department across two (2) or more facilities.
- (d) Specialist Medical Administrators paid in accordance with this clause are not entitled to the provisions of Clause 11 Managerial Allowance.
- (e) Except as otherwise provided, Staff Specialists paid in accordance with this clause are entitled to the terms and conditions of employment applicable to Staff Specialists. Staff Specialists paid in accordance with this clause are not entitled to the terms and conditions of employment applicable to medical superintendents.

**26. Labour Flexibility**

- (a) The Employer may direct a Staff Specialist to carry out such duties as are reasonable, and within the limits of the Staff Specialist's skill, competence and training consistent with his/her classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (b) The Employer may direct a Staff Specialist to carry out such duties and use such equipment as may be required provided that the Staff Specialist has been properly trained or has otherwise acquired the necessary skills in the use of and equipment.
- (c) Any direction issued by the Employer pursuant to sub-clause (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

**27. 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 responsibilities as a carer.
- (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 a Staff Specialist because the Staff Specialist has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;



- (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) 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) a 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 the parties by the legislation referred to in this clause.

### **28. Redundancy**

The provisions of Ministry of Health Policy Directive 2012\_021, as amended from time to time, shall apply.

### **29. Underpayment and Overpayment of Salaries**

The following process will apply once the issue of underpayment or overpayment is substantiated.

- (a) Underpayment:
- (i) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
  - (ii) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
  - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
  - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
  - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
  - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### **30. Monthly Leave Return**

Each Staff Specialist is required to provide a signed monthly leave return showing any leave taken in the previous month, to be certified by the relevant unit or service manager or the relevant hospital executive director/general manager.

**31. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this award.

**32. Area, Incidence and Duration**

- (a) This Award takes effect from 1 July 2016 and shall remain in force for a period of one year.
- (b) This Award rescinds and replaces the Staff Specialists (State) Award published 14 August 2015 (377 I.G. 2035).
- (c) It shall apply to all Staff Specialists as defined in Clause 2, Definitions, of this Award.

**PART B****MONETARY RATES****SCHEDULE 1 - STAFF SPECIALISTS SALARY RATES**

Staff Specialist	First Pay Period on or after 01/07/2016 Per annum \$ 2.5%
1	158,470
2	167,738
3	176,998
4	186,287
5	195,556
Senior	214,099
Postgraduate fellow	184,079

**SCHEDULE 2 - ALLOWANCES**

Managerial allowances	First Pay Period on or after 01/07/2016 Per annum \$ 2.5%
Level 1	21,980
Level 2	38,466
Level 3	54,951

**PART C - OTHER MATTERS****SCHEDULE 1****SECTION A****1. List of individuals**

The following individuals shall be entitled to the provisions of Clauses 6, 7, and 9 of this Award with certain modifications, as set out below

Dr Peter Gale

Dr David Kirkpatrick

Dr Garry Nieuwkamp

Dr Martin Pallas

Dr Philip Watt

Dr David York

**2. Election rights**

(a) An individual named in paragraph 1 above may elect to access either: -

Option 1 - the provisions set out in paragraph 3 below, i.e. a modified form of the provisions of Clauses 6, 7, and 9 of this Award; or,

Option 2 - on the condition that he/she forfeits the right to his/her existing motor vehicle arrangement, the provisions of Clauses 6, 7, and 9 of this Award without modification.

(b) This election may be exercised prior to each salary sacrifice review date.

(c) Subject to:

(i) the conditions outlined in paragraph 3 below; and,

(ii) remaining in his/her current position (as at 22 October 1999); and,

(iii) retaining an entitlement to payment of the abnormal hours or managerial allowance (as the case may be);

an individual who elects Option 1 will be able to continue to trade the relevant allowance (abnormal hours or managerial) for the provision of a motor vehicle for full private and business use. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

(d) An individual who elects to access Option 2 will have no right of reversion to the existing motor vehicle arrangement. The parties agree that such an individual will be deemed to have had his/her name deleted from the list in paragraph 1 above until such time as the Award is varied to reflect that election.

**3. Modifications**

If an individual elects Option 1 in paragraph 2 above he/she may access the provisions of Clauses 6, 7 and 9 of the Award subject to an additional contribution being made to the Employer in accordance with the following.

Each individual who elects Option 1 in paragraph 2 above shall contribute an amount equivalent to 55% of the average FBT liability for the motor vehicles provided as calculated for those individuals participating in this option. Such calculation is to be based on the assumption that each individual is packaging the maximum permissible FBT exempt amount. This FBT calculation shall be made at the end of each FBT year and shall be applied to contributions for the following year.

## **SECTION B**

### **1. List of individuals**

The following individuals shall be entitled to the provisions of Clauses 6, 7, 8 and 9 of this Award with certain modifications, as set out below.

Dr Richard Burstal  
Dr William Saul

Dr Adarsh Gill  
Dr Ross Kerridge  
Dr Christopher Wake

### **2. Modifications**

The individuals listed immediately above shall be entitled to the provisions of Clauses 6-9 of the Award. In addition, whilst ever these individuals remain in their current positions (as at 22 October 1999) and retain an entitlement to payment of the abnormal hours allowance or managerial allowance (as the case may be), they shall be entitled to continue the current arrangements approved by the Secretary of the NSW Ministry of Health under which they forego payment of the abnormal hours allowance or managerial allowance (as the case may be), receive a motor vehicle under SES provisions and pay the difference up to the SES motor vehicle contribution rate. This entitlement is subject to payment of the full amount of fringe benefits tax payable by SES officers, i.e. the FBT exemption will not be shared between the Employer and the Staff Specialist. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

## **SCHEDULE 2 - RECOGNISED AUSTRALASIAN SPECIALIST COLLEGES**

Royal Australasian College of Surgeons

Royal Australasian College of Physicians

Adult Medicine Division

Australasian Chapter of Addiction Medicine

Australasian Chapter of Palliative Medicine

Australasian Chapter of Sexual Health Medicine

Australasian Faculty of Public Health Medicine

Australasian Faculty of Rehabilitation Medicine

Australasian Faculty of Occupational and Environmental Medicine

Paediatrics and Child Health Division

Chapter of Community Child Health

Royal Australasian College of Medical Administrators

Royal Australian and New Zealand College of Obstetricians and Gynaecologists

Royal Australian and New Zealand College of Ophthalmologists

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

Faculty of Radiation Oncology

Royal College of Pathologists of Australasia

Australian and New Zealand College of Anaesthetists

Faculty of Pain Medicine

Australasian College of Dermatologists

College of Intensive Care Medicine of Australia and New Zealand

Australasian College for Emergency Medicine

Australasian College of Sports Physicians

**SCHEDULE 3 - SPECIALTIES OR CATEGORIES OF POSITIONS COVERED BY CLAUSE 4 (D)**

- (i) Emergency medicine

**ANNEXURE**

PRO FORMA STAFF SPECIALIST PERFORMANCE AGREEMENT
Name of Staff Specialist:
Name of Supervisor:
Date:
Work location(s):
Allocation of time at location(s):
Full-time or part-time:
Days on which normal duties are worked:
Nature of work to be performed during normal duties and time allocated:
Clinical:
Teaching:
Administrative:
Research:
Quality improvement:
Other:

Part-time Working Arrangement (Yes/No): attach approval if applicable
Outside practice (Yes/No): attach approval if applicable
Anticipated on call frequency and roster:
Any specific call-back requirements:
Agreed College or other professional association activities (include estimate of time spent):
Billing expectations (Level 1 only): (NB: categories of patients, clinics, etc, not financial targets.)
Financial, activity or health targets (where appropriate):
Specific commitments and standards from the Employer for the provision of:  Clinical Support:  Staff:  Equipment:  Facilities:  Billing:

<p>Expectations in respect of: Management responsibilities:</p> <p>Quality improvement/clinical governance:</p> <p>Teaching activities:</p> <p>Continuing education:</p> <p>Research:</p> <p>Health outcomes:</p>
<p>Twelve month review: Evaluation of level of achievement by supervisor:</p> <p>Signature:</p>
<p>Comments by Staff Specialist:</p> <p>Signature:</p>
<p>Signature of Chief Executive of the relevant public health organisation (or his/her nominee)</p> <p>Signature:</p>

J.V. MURPHY, Commissioner

(1912)

SERIAL C8582

# TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2016/00198941)

Before Commissioner Murphy

7 July 2016

## AWARD

### Arrangement

#### PART A

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Directors' and Nominated Supervisors' Allowances
4.	Miscellaneous
5.	Conditions of Employment
6.	Terms of Engagement and Information to be provided to Teachers
7.	Disputes and Grievance Procedures
8.	No Extra Claims
9.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Directors' Allowances

Table 3 - Nominated Supervisors' Allowance

### PART A

#### 1. Definitions

For the purposes of this award, except for Clause 3, Director's and Nominated Supervisor's Allowance, all reference to teachers in this award shall include Director or Nominated Supervisor.

- (a) "Teacher" means any person employed as such in an ECS Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (h), (i), (j) and (k) of this clause.
- (i) "Casual Teacher" means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.



- (ii) "Temporary Teacher" means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.
- (b) "Centre Year" means the number of weeks for which a particular ECS Centre is open over the course of a calendar year.
- (c) "Director" means the teacher who is responsible for the day to day operation and management of the Early Childhood Services Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (p), (q), (r) and (s) of this clause.
- (d) "Early Childhood Services (ECS) Centre" means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include long day care centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:
  - (i) "Long Day Care Centre" means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year;
- (e) "Unit" means a group or class of children which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times.
- (f) "Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its replacement.
- (g) "University" means an Australian University
- (h) "Graduate" means a teacher who holds specialist B. Ed (Early Childhood) from a Recognised University or Recognised Teacher Training Institution.
- (i) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or which the Conciliation Committee determines as being so equivalent.
- (j) "Three Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study in Early Childhood Education at Category UG2 level; or
  - (iii) A teacher who has acquired other equivalent qualifications; or
  - (iv) A three year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (k) "Four Years Trained Teacher" means:
  - (i) A teacher who is a graduate holding B. Ed (Early Childhood) (four years full-time course); or
  - (ii) A teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised University or Recognised Teacher Training Institution; or

- (iii) A teacher who has, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at Category PGI Level; or
  - (iv) A teacher who has acquired other equivalent qualifications; or
  - (v) A four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (l) "Nominated Supervisor" means a teacher who is appointed as Nominated Supervisor under the Education and Care Services National Law Act 2012 or its replacement.
- (m) "Union" means the Independent Education Union of Australia and/or HSU NSW.

## 2. Salaries

2.1 The minimum weekly salary payable to full-time teachers shall, subject to the other provisions of this award, be calculated by dividing the per annum rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 52.17857.

(a) Three Years Trained Teachers

- (i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

(b) Four Years Trained Teachers

- (i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

2.2 Part-Time and Temporary Teachers

- (a) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee. 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.
- (b) The days of attendance and normal hours of work of a part-time teacher may be varied or increased at any time only by mutual agreement between the employer and the teacher. Such agreement will not be unreasonably withheld by either party.
- (c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification. Where the temporary contract is 13 weeks or less, a loading of 10% shall be applied.

2.3 Casual Teachers

- (a) The hourly rate of a casual teacher shall be calculated by dividing the weekly salary prescribed in 2.1 of this clause by 38. A loading of 10% shall then be added to the hourly rate. A casual teacher shall be paid a minimum of 2 hours for each engagement.
- (b) The amount obtained by the operation of paragraphs (a) and (b) of this subclause is exclusive of the pro rata payment to which the teacher is entitled under the Annual Holidays Act, 1944.

2.4 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-

school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia. That period so established shall be taken to be the length of service for the purpose of that employment.

- (b) Teachers employed at the time of the making of this award with existing recognised experience which may not directly fall into the categories as prescribed in paragraph (a) above, shall continue to have their experience recognised for the purposes of incremental progression.
- (c) For the purpose of calculating service:
  - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraph (a) of this subclause shall be counted as service.
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall total one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year).
  - (iii) The amount of service of a casual teacher shall be calculated as one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year). Casual service performed only in the preceding four years shall be included in determining incremental progression.

## 2.5 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:-

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that he or she has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes him or her eligible to be so transferred.
- (b) Where an application is made under paragraph (a) above which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
  - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
  - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i) of this paragraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher salary scale.

- (d) A teacher shall be transferred to the higher salary scale on the following basis:

- (i) A Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teachers years of service on the lower scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

### **3. Directors' and Nominated Supervisors' Allowance**

#### **3.1 Directors' Allowance**

- (a) A full-time teacher who is appointed as a Director as defined in Clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to Clause 2, Salaries, on a weekly basis, an allowance for a Director calculated by dividing the per annum rates set out in Table 2 - Directors' Allowance, of Part B, Monetary Rates, by 52.17857.
- (b) The level of the director's allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Director as defined in Clause 1, Definitions of this award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this award, an allowance in accordance with Table 2 - Director's Allowance, a proportionate basis to the hours they work.

#### **3.2 Nominated Supervisors' Allowance**

- (a) A full time teacher who is not the Director and is appointed as the Nominated Supervisor as defined in clause 1 shall be paid an allowance as set in Table 3 and shall be advised by the employer on appointment which allowance is to apply.
- (b) The level of the Director's Allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as an Nominated Supervisor, as defined in Clause 1, Definitions of this award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this award, an allowance in accordance with Table 3 - Nominated Supervisor's Allowance on a proportionate basis to the hours they work.
- (d) It is not intended that Directors shall be displaced by the appointment of an Nominated Supervisor as a result of the operation of this clause.

### **4. Miscellaneous**

#### **4.1 Crib Break**

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday paid crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises or elect not to be on call during the crib break. Where a reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. During this time the teacher cannot be counted as part of the child/staff ratios under the Education and Care Services National Regulations. Such time away from the premises or not on call shall not count as time worked nor shall any payment be made for such time.

However if the teacher is called back to perform any duties within the centre or the break is interrupted for any reason the teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

Notation: It is agreed between the parties that any agreement between the teacher and the employer concerning an unpaid crib-break must be genuine. For example, a teacher cannot be required by the employer to agree to an unpaid crib-break as a condition of on-going employment. Any agreement should be recorded in writing and kept with pay records.

#### 4.2 Professional Development, Training and Planning

- (a) Teachers are required to attend Professional Development and Training as mandated by the Education and Care Services National Regulations.
- (b) Where a Teacher attends a course as requested and required by the employer after hours, the teacher shall either receive time in lieu at ordinary rates, or be paid at overtime rates for the time in attendance at the course. A teacher may not unreasonably refuse to attend courses as required under the Education and Care Services National Regulations.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with Clause 7 Disputes and Grievance Procedures.

#### 4.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers will be granted paid leave to attend a first aid course, or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rates or be paid at overtime rates for course attendance time.

#### 4.4 Non - Contact Time

- (a) Teachers shall receive a minimum of two hours per week non-contact time to perform programming and planning duties. Teachers will not be required to supervise children during this time.
- (b) Teachers appointed as Directors or Nominated Supervisors shall receive a minimum of two and a half hours per week of non contact time in addition to non-contact time as teacher and/or Director to perform administrative duties.

#### 4.5 Child-Free Days

- (a) Teachers covered by this award may, depending on the operational requirements of the Centre, participate in a child-free day(s). Child-free days may be allocated solely for the purposes of setting up the centre, group planning and cleaning of premises and resources. The number and timing of such days shall be determined at a local level. Child-free days are not guaranteed from Centre to Centre.

### **5. Conditions of Employment**

- 5.1 Directors and Teachers employed under this Award will have all other conditions of employment established by those contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award published 14 August 2015 (377 I.G. 1984) or as amended from time to time.

### **6. Terms of Engagement and Information to be Provided to Teachers**

- 6.1 The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the Centre, the teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- 6.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of

employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks notice or otherwise by agreement.

- 6.3 During the first three months of employment, employment shall be from week to week. After three months of continuous service, employment may be terminated only by 28 days notice given either by the employer or the employee 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 employee for misconduct or neglect of duty.
- 6.4 Upon the termination of service of a teacher other than a casual teacher, the employee may request from the employer for a statement of service. The statement of service shall:
- (a) set out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher, or
  - (b) include a Job Description or List of Duties.
- 6.5 On termination of casual employment, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of his or her engagement provided that such request is made during or on termination of the casual engagement.

### **7. Disputes and Grievance Procedures**

- 7.1 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 Public Health Organisation or his/her nominee, who will arrange for the matter to be discussed with the employee concerned and a local representative or representatives of the employee's Union.
- 7.2 Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the relevant Head Office of the employee's Union. This dispute will then be dealt with pursuant to clause 7.5 of this clause.
- 7.3 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 7.4 The employee's Union may vary this procedure where it is considered a safety factor is involved.
- 7.5 With a view to an amicable and speedy settlement, all disputes that cannot be settled in accordance with clauses 7.1 and 7.2 above may be submitted to a committee consisting of not more than 6 members, equally represented by NSW Health and the employee's Union. The committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the employee's Union with recommendations. In the event that no mutual decision is reached by the committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- 7.6 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.

### **8. No Extra Claims**

- 8.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/ demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.
- 8.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

### 9. Area, Incidence and Duration

- 9.1 This award shall apply to all teachers employed in ECS centres as defined in subclause (d) of clause 1, Definitions, of this Award.
- 9.2 Other conditions of employment not included in this award shall be governed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award published 14 August 2015 (377 I.G. 1984) or as amended from time to time.
- 9.3 This award shall take effect from 1 July 2016 and shall remain in force for a period of one year.
- 9.4 This award rescinds and replaces the Teachers (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award published 9 October 2015 (378 I.G. 140) and all variations thereof.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

The following minimum annual salaries shall apply from the beginning of the first full pay period specified in each column respectively:

Classification/ Incremental Salary Step	Rate from 1 July 2016 \$ per annum
<b>Three Years Trained Teachers</b>	
Step 1	52,170
Step 2	54,826
Step 3	57,691
Step 4	60,340
Step 5	63,129
Step 6	66,138
Step 7	67,800
Step 8	69,450
Step 9	72,216
Step 10	75,103
Step 11	77,127
<b>Four Years Trained Teachers</b>	
Step 1	55,473
Step 2	58,910
Step 3	62,225
Step 4	65,898
Step 5	69,313
Step 6	72,216
Step 7	75,103
Step 8	78,358
Step 9	81,491

**Table 2 - Directors' Allowance (Clause 3.1)**

Units	Rate from 1 July 2016 \$ per annum
1	5,825
2	7,107
3	8,872
4	11,083

**Table 3 - Nominated Supervisor's Allowance (Clause 3.2)**

Units	Rate from 1 July 2016 \$ per annum
1	1,892
2	2,309
3	2,889
4	3,610

J.V. MURPHY, Commissioner

---

Printed by the authority of the Industrial Registrar.



## **TRANSPORT FOR NSW SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport for New South Wales.

(Case No. 2016/00196864)

Before Commissioner Murphy

30 June 2016

### **AWARD**

#### **Arrangement**

#### **PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS**

##### **SECTION 1 - APPLICATION AND OPERATION**

1. Introduction
2. Interpretation
3. Title
4. Area, Incidence and Duration
5. Dispute Settlement Procedure (DSP)
6. Union rights
7. Classifications, Salary and Allowances
8. Consultation and Change
9. No Extra Claims
10. Work Environment
11. Anti-Discrimination

##### **SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS**

12. Probationary Period
13. Forms of Employment
14. Termination of Employment
15. Abandonment of Employment
16. Hours of Work
17. Flexible Working Hours
18. Flexible Working Arrangements
19. Leave Provisions
20. Public Holidays
21. Transfer Allowances
22. Overtime
23. Travelling Expenses
24. Remote Locations Living Allowance
25. Higher Grade
26. Salary Packaging
27. Work Health and Safety

##### **PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE**

28. TOCs and TIOs

29. TMC shiftworkers Other than TOCs and TIOs and Transport Commanders
30. Transport Commanders
31. CBD Taskforce and Replacement Bus Transport Services TLMs, EMBs and DMSOs
32. CBD Taskforce and Replacement Bus Transport Services ATCs and STIMs

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

SCHEDULE B - ALLOWANCES AND EXPENSES

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

**PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS**

**SECTION 1 - APPLICATION AND OPERATION**

**1. Introduction**

- 1.1 On 1 November 2011, Transport for NSW (TfNSW) was established pursuant to Part 1A of the Transport Administration Act 1988 (NSW).
- 1.2 The Transport Service is the service in which employees who are the staff of TfNSW are employed.
- 1.3 This award sets out salaries and conditions of employment for Employees in the Transport Service in the classifications specified in this award.

**2. Interpretation**

2.1 Definitions

Accrued Day Off (ADO) means the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Act means Transport Administration Act 1988.

Dispute Settlement Procedure (DSP) means the procedure outlined in Clause 5.

Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

Employee means all persons employed as a member of the Transport Service in the TfNSW Group who are not part of the Transport Senior Service as defined in the Act.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary in accordance with s68C(2) of the Act.

Extended Leave means long service leave as provided by sub clause 19.5.

FACSL means Family and Community Service Leave in accordance with subclause 19.4.

Family Member means:

- (a) a spouse of the Employee;

- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 16.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which that is declared as an additional holiday for a specified part of the State under the Public Holidays Act.

On Call means an Employee who is required by the Employer to be available outside their normal working hours for recall to duty.

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 13.5, including an Employee working a job share arrangement.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian University or recognised equivalent and is employed in a position where a degree in engineering is a requirement.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Secretary means the Secretary of the Department of Transport.

(Note: a reference to any action taken by the Secretary or the Employer under this award is, where appropriate, taken to mean a reference to action taken by a delegate of the Secretary).

Shift means a turn of duty during which work is performed.

Shiftworker means an Employee working in the TMC who works rostered shifts.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

TfNSW Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the TfNSW Group.

TIOs means Employees employed as Transport Information Officers in the Transport Management Centre.

TMC means the Transport Management Centre.

TOCs means Duty Manager Operations Controllers, Deputy Duty Manager Operations Controllers, Senior Transport Operations Controllers and Transport Operations Controllers in the Operations Unit of the Transport Management Centre.

Transport Service means the Transport Service of New South Wales established by the Act.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

### **3. Title**

This Award shall be known as the Transport for New South Wales Salaries and Conditions of Employment Award 2016.

### **4. Area, Incidence and Duration**

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

4.2 (a) This Award comes into effect on 1 July 2016 and will remain in force for a period of 12 months.

4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2015, published 9 October 2015 (378 I.G. 149).

4.4 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Australian Rail, Tram and Bus Industry Union NSW (RTBU);
- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
- (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).

4.5 An agreement made under s68D(2) of the Act shall override this Award to the extent of any inconsistency.

## 5. Dispute Settlement Procedure (DSP)

5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

5.2 Subject to Clause 9.1, this procedure shall apply to any Dispute that arises about the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
- (c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Principal Manager Industrial Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Principal Manager Industrial Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7. All timeframes above are exclusive of weekends and public holidays.

5.8. The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9. Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an

issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

## **6. Union Rights**

### **6.1 Union Delegates**

- (a) The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace.
- (b) Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
  - (i) represent members in bargaining;
  - (ii) represent the interests of members to the Employer;
  - (iii) consult with union members and other Employees for whom the delegate is a representative; and
  - (iv) place union information on a union noticeboard in a readily accessible and visible location.
- (c) Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- (d) Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- (e) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- (f) Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
  - (i) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
  - (ii) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
  - (iii) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
  - (iv) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
  - (v) attendance at meetings as a member of a vocational or industry committee.

- (g) Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
  - (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (ii) all travelling expenses being met by the Employee or the Union;
  - (iii) attendance being confirmed in writing by the Union or a nominated training provider.
- (h) The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference or other accredited activity referred to above is known.
- (i) Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- (j) If a delegate undertakes duties in accordance with this clause while on leave, TfNSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

#### 6.2 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

### 7. Classifications, Salary and Allowances

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
  - (a) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2016;
  - (b) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) rounded to the nearest 10 cents.
  - (c) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Treasury (NSW Industrial Relations) circulars and Schedule B amended as required.
- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.
- 7.7 Each Employee will be paid fortnightly.

- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.

7.10 First Aid Allowance

Where the Employer designates an Employee who is qualified, as specified in Items 12 and 13 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.

## 8. Consultation and Change

- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 At least 4 times per year senior management representatives of the Employer and nominees of each of the Union parties will meet to consult on matters which have organisational wide impact or implications.
- 8.3 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information about:
- (i) The proposed change;
  - (ii) Effects on the Employees; and
  - (iii) The rationale for the proposed changes based on business needs.
- (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 8.4 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.
- 8.5 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 5.



## **9. No Extra Claims**

- 9.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

## **10. Work Environment**

- 10.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
  - (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
  - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
  - (d) developing strategies to assist the rehabilitation of injured Employees.
- 10.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 10.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 10.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

## **11. Anti-Discrimination**

- 11.1 It is the intention of the Employer 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.
- 11.2 It follows that in fulfilling their obligations under Clause 5 (Dispute Settlement Procedure) of 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.
- 11.3 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.

11.4 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.

11.5 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.

#### NOTES

1. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

#### 12. Probationary Period

- 12.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 3 months, except where the Employer specifies a probationary period of 6 months.
- 12.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months.

#### 13. Forms of Employment

- 13.1 The Transport Service will use direct permanent employment as the preferred and predominant staffing option for TfNSW.
- 13.2 With the exception of Employees covered by Part B (employed in the TMC) no Employee will be employed to perform shiftwork or be required to perform shiftwork.
- 13.3 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.

##### 13.4 Full-Time Employment

A Full-Time Employee is an Employee employed to work for thirty five hours per week.

##### 13.5 Part-Time Employment

- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full Time Employee.
- (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement

must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.

- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
- (d) Part-Time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Additional hours
  - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
  - (ii) Subject to 16.13, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
    - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
    - (B) if working under a Flexible Working Hours scheme under clause 17 of this Award, can elect to be paid as per clause 13.5(e)(ii)(A) or have the time worked credited as flexible working hours.
  - (iii) For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 21 without the need to be working under flexible hours in clause 22.3.

#### 13.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to 13.1, an engagement of a Temporary Employee may be for a fixed period of not more than 12 months, for a specified project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 12 months (other than maternity leave) or where an Employee is proposed to be engaged as a Temporary employee for a further period in the same role that would extend the engagement to more than 12 months, a review will be undertaken beforehand to determine if a permanent position should be created.

### 14. Termination of Employment

#### 14.1 The Employer will not terminate an Employee's employment unless:

- (a) the Employee has been given, in writing, the period of notice required by this clause;
- (b) the Employee is guilty of serious misconduct; or
- (c) all relevant legislative provisions have been complied with.

14.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 14.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.
- 14.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 14.5 Employees may terminate their employment by giving notice in writing in accordance with the table in sub clause 14.2 above, or by forfeiting salary in lieu of notice.
- 14.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 14.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 14.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

### **15. Abandonment of Employment**

- 15.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 15.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

### **16. Hours of Work**

- 16.1 The ordinary hours of work shall be 35 hours per week.
- 16.2 Except as provided for in Clause 16.13 and Part B of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 16.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 16.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with 16.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.
- 16.5 The ordinary hours may be standard pursuant to clause 16.7(a) or flexible pursuant to clause 17 and may be worked on a full time or part time basis.
- 16.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

16.7 The following working arrangements apply according to the requirements of the Employer:

- (a) the ordinary hours for an Employee working standard hours will be Monday to Friday, 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
- (b) flexible working hours (clause 17).

Employees working according to (a) above are excluded from working under the flexible working hours scheme.

16.8 Employees working in accordance with 16.7(a) will be entitled to:

- (a) have an accrued day off (ADO) during each four week work cycle; and
- (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.

16.9 Where an Employee working standard hours is directed to work between 7am and 7:30am, or 6pm and 7pm, such hours shall be overtime and managed in accordance with the overtime provisions of this Award.

16.10 Where an Employee working standard hours is directed to work more than 7 hours, 22 minutes in any one day (excluding breaks) the hours in addition to 7 hours, 22 minutes shall be paid as overtime and managed in accordance with the overtime provisions of this Award.

16.11 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.

- (a) A Full-Time Employee, or a Part-Time Employee working more than 4 hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (b) A Part-Time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes.
- (c) Employees shall be provided with access to:
  - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
  - (ii) suitable facilities, such as refrigeration and a sink, where practicable.

16.12 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 17).

16.13 Additional Conditions for North West Rail Link Community Information Centre Staff

- (a) Employees working in the North West Rail Link Community Information Centre may be required to work their ordinary hours of duty:
  - (i) between 8.20 am and 4.20 pm on a Saturday; and
  - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent.

- (b) The ordinary hours of duty shall be worked over a two week roster cycle.
- (c) Employees shall not be required to work more than five consecutive days during the roster cycle.
- (d) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

### 17. Flexible Working Hours

17.1 Flexible working hours is defined as where an Employee is able to:

- (a) vary their start and finish times within the bandwidth;
- (b) accrue one flex day (7 hours) in each 4 week settlement period;
- (c) take flex leave at any time throughout the 4 week settlement period with management approval.

17.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:

- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
- (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses (k), (n) and (o) of this clause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
- (f) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
- (g) Maximum hours of work on any day to be accredited as flex-time will be 10 hours, excluding breaks.
- (h) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
- (i) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flexleave must coincide.
- (j) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (k) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 17.2(m) and 17.2(p), additional hours are forfeited.
- (l) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.

- (m) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flexleave.
- (n) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
  - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
  - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
  - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (o) Flexleave - Subject to operational requirements:
  - (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
  - (ii) Flexleave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
  - (iii) Flexleave may be taken on consecutive working days.
  - (iv) Absences on flexleave may be combined with other periods of authorised leave.
- (p) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (o) of this subclause due to operational requirements, an Employee can bank flexleave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Secretary.

#### 18. Flexible Working Arrangements

- 18.1 Flexible work arrangements may be agreed between the Employer and a staff member.
- 18.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
  - (a) Working from home
  - (b) Changing from full-time to part-time employment on a temporary or permanent basis  
Job-sharing
  - (d) Transition to retirement arrangements
- 18.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.

- 18.4 The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

## 19. Leave Provisions

### 19.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the Annual Holidays Act.
- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
  - (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
  - (ii) The minimum period of annual leave available to be granted shall be a quarter day.
  - (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subclause 19.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Annual leave does not accrue during leave without pay, other than:
  - (i) military leave taken without pay when paid military leave entitlements are exhausted;
  - (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
  - (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
  - (iv) incapacity for which compensation is authorised under the Workplace Injury Management and Workers Compensation Act 1998 and Workers Compensation Act 1987; or
  - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
- (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
  - (ii) The annual leave loading shall be paid to Employees subject to the following conditions:
    - (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an Employee takes sufficient leave to permit them to be absent from duty



for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.

- (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
- (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

## 19.2 Sick Leave

- (a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- (b) Sick leave on full pay accrues day by day to an Employee at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (c) During the first 4 months of employment, an Employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- (d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two consecutive days.
- (e) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to take 5 single days of total sick leave in any one year as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- (f) Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Sick Leave - Workers Compensation
  - (i) Pending determination of a claim under the Workers Compensation Act 1987, on production of an acceptable medical certificate, an Employee shall be granted sick leave on full pay for which the Employee is eligible followed, if necessary, by sick leave without pay or, at the Employee's election by accrued annual leave or extended leave.
  - (ii) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.
  - (iii) An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

## 19.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill, or requires care due to an unexpected emergency.

- (b) Employees will be entitled to Carer's Leave when:
- (i) their entitlements to Family and Community Service Leave is exhausted; and
  - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.
- (c) Categories of people for which Carer's Leave can be obtained:
- Employees will be entitled to Carer's Leave for the care and support of an ill:
- (i) Family Member;
  - (ii) relative who is a member of the same household where, for the purposes of this definition:
    - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
    - (C) 'household' means a family group living in the same domestic dwelling.
- (d) Other forms of leave and carer's responsibilities
- An Employee may elect, with the Employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (e) The Employee shall, if required:
- (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
  - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

#### 19.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.
- (b) FACSL will be granted:
- (i) for reasons related to responsibilities for a Family Member ;
  - (ii) for reasons related to the death of a Family Member or relative;
  - (iii) for reasons related to performance of community service; or
  - (iv) in case of pressing necessity, natural disaster or major transport disruption.
- (c) The maximum amount of FACSL that an Employee will be granted at ordinary rates is:
- (i) two and a half days in the first 12 months of service; or

- (ii) five days in any period of two years after the first 12 months of service; or
  - (iii) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee,  
  
whichever is the greater.
- (d) If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days will be granted on a discrete, per occasion basis to a staff member.

#### 19.5 Extended Leave

(a) General

Extended leave for Employees will accrue and be granted in accordance with section 68HA of the Transport Administration Act 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014.

(b) Extended Leave Entitlements

- (i) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:  
  
44 working days at full pay, or  
  
88 working days at half pay, or  
  
22 working days at double pay.
- (ii) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (iii) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subparagraph (i) above on a pro rata basis of 4.4 working days per completed year of service.
- (iv) Employees who are employed part-time are entitled to extended leave on the same basis as that applying to a Full-Time Employee but payment for the leave is calculated on a pro rata basis.

#### 19.6 Maternity Leave

(a) General

- (i) Maternity leave is available to all female Employees to enable them to take care of their new born child, retain their position and return to work within a reasonable period of time after they have given birth.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

(b) Paid Maternity Leave

Employees who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) fourteen weeks, or

- (ii) the period of maternity leave taken,  
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:
  - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
  - (B) for a further period ending not more than 12 months after the date of giving birth.
- (ii) Employees who take maternity leave may reach agreement with the Employer to also take leave after the date of birth:
  - (A) part-time for a period not exceeding two years; or
  - (B) partly full-time and partly part-time over a proportionate period of up to two years.

- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

19.7 Adoption Leave

(a) General

- (i) Employees are entitled to adoption leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

(b) Paid Adoption Leave

Employees who have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of adoption leave taken,  
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.

- (ii) Employees who take adoption leave may also reach agreement with the Employer to also take leave:
  - (A) part-time for a period not exceeding two years; or
  - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flexleave or family and community service leave.

## 19.8 Parental Leave

(a) General

- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
  - (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
  - (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 19.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

(d) Paid Parental Leave

- (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
  - (A) One week on full pay, or
  - (B) Two weeks on half pay.
- (ii) The period of paid leave does not extend the current entitlement of leave in accordance with 19.8(a)(i) or (b), but is part of it.

(e) Taking Of Parental Leave

Employees who take parental leave may reach agreement with the Employer to also take leave:

- (i) part-time over a period not exceeding two years; or
- (ii) partly full-time and partly part-time over a proportionate period of up to two years.

## 19.9 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

#### 19.10 Subsequent maternity or adoption leave - pay rate

An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

#### 19.11 Alternative Duties

If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

#### 19.12 Return to work after Maternity, Adoption or Parental leave

- (a) An Employee who has taken leave in accordance with clause 19.6, 19.7 or 19.8 may make a request to the Employer to:
  - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);
  - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with 19.6, 19.7, 19.8 or 19.12(a)(i) or part time work in accordance with 18.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with clause 19.6, 19.7, 19.8 or 19.12 (a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

#### 19.13 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay

to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the Employee's unit.

- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 19.13(a) of this clause.
- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

#### 19.14 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- (c) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (d) The leave will count as service for all purposes.
- (e) The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- (f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- (g) Purchased leave is subject to the following provisions:
  - (i) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
  - (ii) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
  - (iii) Sick leave cannot be taken during a time when purchased leave is being taken.
  - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - (v) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
  - (vi) A higher duties payment will not be paid when purchased leave is being taken.
- (h) Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Union parties.

#### 19.15 Leave Without Pay

Where an Employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

#### 19.16 Observance of Essential Religious and Cultural Obligations

Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe the obligations.

#### 19.17 Study Leave without pay

Where an Employee is on study leave without pay and financial assistance is approved by the Employer for all or part of a study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.

#### 19.18 Special Leave

Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
  - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
  - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
  - (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
  - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
  - (ii) A staff member subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.



- (d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 19.19 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to seven days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
  - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
  - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
  - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
  - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
  - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
  - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
  - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.

- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

#### 19.19 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclauses 19.2 (Sick Leave) and 19.3 (Carer's Leave) and 19.4 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in paragraph (a) above are exhausted, the Employer shall grant Special Leave as per clause 19.18 (f).
- (c) The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (d) Personal information concerning Domestic Violence will be kept confidential by the Employer.
- (e) The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

### 20. Public Holidays

#### 20.1 Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) and an additional day between Boxing Day and New Year's Day,

and such other Local Holiday, public holiday/s or substitute day as ordered by the government from time to time.

#### 20.2 Employees directed to work on public holidays are to be paid, excluding for overtime:

- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and
  - (b) an additional day's pay at ordinary rates.
- 20.3 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.
- 20.4 Employees are not entitled to a public holiday where it occurs under the following circumstances:
- (a) During approved leave of absence without pay exceeding one (1) month.
  - (b) When an Employee covered by Part B is rostered to work and is absent without leave.
  - (c) When an Employee is on strike or is suspended without pay.
- 20.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.
- 20.6 An Employee required to work on a Local Holiday will be granted time off in lieu on an hour for hour basis for the time worked on the Local Holiday.
- 20.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

## **21. Transfer Allowances**

### 21.1 General

Where an Employee has been appointed, transferred at the initiative of the Employer or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving in accordance with this clause. An Employee will be reimbursed as these expenses are incurred.

### 21.2 Pre Location Visit

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.
- (b) These costs include a maximum of three nights' accommodation, excluding travel time, hire car expenses if incurred, and all meals according to Schedule B. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

### 21.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

### 21.4 Storage

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the relevant approval the Employer will reimburse the storage costs of certain effects for up to one year.

#### 21.5 Travel To New Location

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred en-route to the new location.

#### 21.6 Temporary Accommodation

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to managerial approval and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

#### 21.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

#### 21.8 Permanent Accommodation

##### (a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

##### (b) Home owner

(i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance. Employees must sell their current property and purchase a new property at the new location within 12 months of the move.

(ii) The following sales costs will be reimbursed:

- (A) selling agent's commission, except for an unsuccessful auction;
- (B) marketing costs;
- (C) solicitor/conveyancer costs and disbursements;
- (D) mortgage discharge or penalty exit fees up to a maximum of six months interest;
- (E) if a solicitor/conveyancer is not engaged, the actual costs incurred with the sale of the dwelling; and
- (F) if a selling agent is not engaged, expenses incurred in advertising up to a maximum of 10% of the Commission that would otherwise have been payable.

- (iii) The following purchase costs will be reimbursed:
  - (A) solicitors'/conveyancer professional costs and disbursements;
  - (B) valuation fees and stamp duty;
  - (C) if a solicitor/conveyancer is not engaged, expenses incurred in connection with settlement expenses;
  - (D) mortgage setup fees; and
  - (E) expenses incurred in relation to housing loan insurance, building inspection and pest inspection.
- (c) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

## 22. Overtime

### 22.1 General

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
  - (ii) Any risk to the Employee's health and safety;
  - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
  - (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
  - (v) Any other relevant matter.
- (b) Payment for overtime shall be made only where the Employee works directed overtime.
- (c) Any hours directed to be worked outside the Employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, shall be overtime and managed in accordance with the overtime provisions of the Award.
- (d) A manager may request an employee who works flexible working hours to work overtime where they want an employee to work more than 8 ordinary hours (excluding breaks) in any one day. Where an employee agrees to the request, such hours shall be paid as overtime.
- (e) For Employees working under a flexible working hours scheme:
  - (i) Where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue.
  - (ii) Where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.

- (f) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

## 22.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 22.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

## 22.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2.1 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
- (i) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
  - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
- (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

## 22.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the Employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside the Employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

#### 22.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
  - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
  - (ii) available outside of ordinary working hours;
  - (iii) able to be contacted immediately;
  - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
  - (v) in a fit state, free of alcohol or drugs, in accordance with the Transport for NSW Drug and Alcohol Policy, as amended from time to time.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 22.3 - Overtime Rates shall apply to the time worked;
- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

#### 22.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be

allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Employees generally - An Employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

#### 22.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

#### 22.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

#### 22.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with clause 22.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

#### 22.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 17, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with sub clause 22.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in Clause 22.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.



### 23. Travelling Expenses

23.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in Clause 23.2.

#### 23.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars
- (b) , and shown at Items 4 - 11 of Schedule B, for the following allowances:
  - (i) travel allowances (involving overnight stay);
  - (ii) meal allowances (not requiring overnight accommodation);
  - (iii) rates for use of private motor vehicles.
- (b) Payment of any actual expenses shall be subject to the production of receipts, unless the Employer is prepared to accept other evidence from the Employee.

#### 23.3 Meal Allowances - Journeys not requiring Overnight Accommodation

##### (a) Eligibility

A meal allowance will be paid for travel on official business only when:

- (i) the Employee returns to their residence or headquarters on the same day;
- (ii) has the meal away from their residence or headquarters;
- (iii) the Employee incurs expenditure in obtaining the meal; and
- (iv) a break from work or travel of 30 minutes is taken to have the meal.

##### (b) Provided that:

- (i) Breakfast - the travel must have started before 6.00 am and at least one hour before the Employee's normal starting time.
- (ii) Lunch - a lunch meal allowance will only be paid when the Employee is required to travel a total distance on the day of at least 100 kilometres, and as a result, the meal is taken at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.
- (iii) Employees, whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters, are not entitled to a lunch allowance.
- (iv) Dinner - An evening meal allowance will only be paid when the meal is eaten after 6.30 pm.

#### 23.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars and as set out in Items 7 and 8 of Schedule B.

- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.
- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

### 23.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under clause 23.4 is not payable in respect of:
  - (i) Any period during which the Employee is at their residence at weekends or public holidays;
  - (ii) Any period of leave; or
  - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
  - (i) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location; or
  - (ii) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

### 23.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:
  - (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
  - (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions:
    - (A) the time normally taken for the periodic journey from home to headquarters and return is deducted from Employees' travelling time (except on a non-working day);
    - (B) periods of less than a quarter of an hour on any day shall be disregarded;

- (C) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where Employees have travelled overnight and accommodation has been provided for them;
  - (D) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
  - (E) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the Employee's request; or by ship on which meals and accommodation are provided.
- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:
- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
    - (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and
    - (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
- (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

23.7 Private Motor Vehicle Allowance

Where the Employer authorises an Employee to use their private motor vehicle for work the Employee shall be paid an allowance at the appropriate rate at Item 9, 10 or 11 of Schedule B, subject to the Employee bearing the cost of:

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and

- (b) any distance travelled in a private capacity.

#### 23.8 Damage to Private Motor Vehicle Used for Work

- (a) Where an Employee is authorised to use their private vehicle for work and it is damaged while being used, any normal excess insurance charges prescribed by the insurer which are incurred shall be reimbursed by the Employer, provided:
  - (i) the damage is not due to gross negligence by the Employee; and
  - (ii) the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the Employee, the Employer shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
  - (i) the damage was sustained on approved work activities; and
  - (ii) the costs cannot be met under the insurance policy due to the normal excess clauses.

### 24. Remote Locations Living Allowance

24.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

- (a) Indefinitely stationed and living in a remote area as defined in subclause 24.2 of this clause; or
- (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 24.2 of this clause.

24.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 24.2(b) and 24.2(c) of this subclause;
- (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule B in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

24.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

24.4 For the purposes of this clause dependant is defined as:

- (a) the spouse of the Employee (including a de facto spouse);
- (b) each child of the Employee aged eighteen years or under;

- (c) each son and daughter of the Employee aged more than eighteen years but less than twenty six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
  - (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.
- 24.5 Where Employees are in receipt of the remote location living allowance provided for in Sub Clause 24.1 and work temporarily outside the areas listed in Sub Clause 24.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- 24.6 Assistance to Employees Stationed in a Remote Area when travelling on Annual Leave:
- (a) An Employee who:
    - (i) is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Department of Premier and Cabinet; and
    - (ii) Proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area,  
  
shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 24.4.
  - (b) Allowances under this sub clause do not apply to Employees who have less than three years service and who, at the date of engagement, were resident in the defined area.
- 24.7 An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- (a) the Employee continues in employment; and
  - (b) the dependants continue to reside in the area specified; and
  - (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.
- If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

## 25. Higher Grade

- 25.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.
- 25.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position. The Employer will advise the Employee of the percentage to be paid, and the basis for its calculation.

## 26. Salary Packaging

- 26.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s 68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

- 26.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 26.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 26.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 26.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
  - (b) any administrative fees.
- 26.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- (a) Superannuation Guarantee Contributions;
  - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
  - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

## **27. Work Health and Safety**

- 27.1 For the purposes of this clause, the following definitions shall apply:

A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 27.2 If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 27.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 27.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## **PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE**

### **28. TOCs and TIOs**

- 28.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.
- 28.2 Hours of Work
- (a) Ordinary Hours

The ordinary hours of work shall be 35 per week.
  - (b) Full Time Employees
    - (i) Employees shall be continuous shift workers.
    - (ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.
    - (iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.
    - (iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be required to work more than three consecutive days in any seven day period.
  - (c) Where Employees are rostered to work shifts of 12 hours 10 minutes:
    - (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
    - (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 28.3.

- (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 28.3.
- (d) Part Time Employees:
  - (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
  - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
  - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 28.4.
- (e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

### 28.3 Shiftwork

- (a) For the purposes of this sub clause:
  - (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
  - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
  - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
  - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
  - (i) Payment for day shift shall be at the ordinary rate of pay,
  - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
  - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
  - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
  - (v) 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,



- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (vii) 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,
- (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

Full time Employees shall be credited with an additional 5 days recreational leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.

(d) Shift Rosters

- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters will be made available at least 30 calendar days in advance.
- (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (iv) 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.

#### 28.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

#### 28.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

### **29. TMC Shiftworkers other than TOCs and TIOs and Transport Commanders**

29.1 This clause applies to TMC Shiftworkers who are Transport Spokespersons, Senior Transport Spokespersons, Senior Transport Information Managers and Transport Liaison Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

29.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

29.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 29.4.

29.4 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

29.5 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (d) 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.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

#### 29.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

### 30. Transport Commanders

30.1 This clause applies to TMC Transport Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

30.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

30.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 30.4.

30.4 Payment for Shift Work:

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

30.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with the affected Employee(s) regarding a change to a rostered shift.
- (d) 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.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

30.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time, or double time and one half on a public holiday, until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

31. TMC CBD Taskforce and Replacement Bus Transport Services Transport Liaison Managers, Emergency Bussing Managers and Digital Media Support Officers

31.1 This clause applies to Transport Liaison Managers (TLMs), Emergency Bussing Managers (EBMs) and Digital Media Support Officers (DMSOs) dedicated to the CBD taskforce and Replacement Bus Transport Services. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

31.2 Hours of Work

- (a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

- (b) Full Time Employees

- (i) Employees shall be continuous shift workers.
- (ii) Ordinary hours of work shall be 140 hours worked over a 4 week roster cycle.
- (iii) Employees shall be rostered to work shifts lengths of:
  - (a) 11 hours, 40 minutes; or
  - (b) 8 hours, 45 minutes; or

- (c) 7 hours, 22 minutes  
excluding unpaid meal breaks.
- (iv) Shift lengths will be consistent over the course of a week.
- (v) Employees shall not be required to work more than:
  - (a) 19 days over a four week cycle;
  - (b) 5 days in any 7 day period;
  - (c) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (vi) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that:
  - (a) at least two sets of consecutive RFDs are granted; and
  - (b) at least one of those sets falls on a weekend.
- (c) Breaks Between Shifts
  - (i) Employees shall be entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
    - (a) 8 hours where they are rostered to work shifts less than 10 hours; or
    - (b) 10 hours where they are rostered to work shifts of 10 hours or more.
  - (ii) Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break provided at clause 31.2(c)(i), they will be paid at the relevant rate set out in clause 31.2(c)(iii).
  - (iii) Where Employees have not observed a rest break provided for in clause 31.2(c)(i) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in clause 31.2(c)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.3.
- (d) Part Time Employees:
  - (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
  - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
  - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 31.4.
- (e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

### 31.3 Shiftwork

- (a) For the purposes of this sub clause:
  - (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
  - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
  - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
  - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
  - (i) Payment for day shift shall be at the ordinary rate of pay,
  - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
  - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
  - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
  - (v) 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,
  - (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
  - (vii) 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,
  - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
  - (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
  - (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.
- (c) Additional Annual Leave
  - (i) Full time Employees shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters

- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters shall be made available at least 30 calendar days in advance.
- (iii) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (iv) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (v) 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.

31.4 Overtime Worked by TLMs, EBMs and DMSOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 140 hours per 4 week cycle between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

31.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

32. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers



32.1 This clause applies to CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

32.2 For the purpose of this clause:

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 6.00am.

"Day shifts" shall be those shifts commencing at or after 6.00 am and before noon.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 4.00pm.

32.3 Hours of Duty shall be as follows:

(a) The ordinary hours of work shall be 140 hours worked over a 4 week roster cycle, between the hours of 4am and 11pm.

(b) Employees shall be rostered to work shifts lengths of:

(i) 11 hours, 40 minutes; or

(ii) 8 hours, 45 minutes; or

(iii) 7 hours, 22 minutes

excluding unpaid meal breaks.

(c) Shift lengths will be consistent over the course of a week.

(d) Employees shall not be required to work more than:

(i) 19 days over a four week cycle;

(ii) 5 days in any 7 day period;

(iii) three consecutive 12 hour, 10 minute shifts in any seven day period.

(e) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that at least two sets of consecutive RFDs are granted.

(f) No Employee shall work more than five consecutive hours without a meal break of 30 minutes. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

32.4 Breaks Between Shifts

(a) An Employee is entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:

(i) 8 hours where they are rostered to work shifts less than 10 hours; or

(ii) 10 hours where they are rostered to work shifts of 10 hours or more.

(b) Where an Employee has not observed a rest break provided for in clause 32.4(a) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period specified in clause 32.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.5.

### 32.5 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.
- (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 ordinary 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) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (h) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (i) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

### 32.6 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters shall be made available at least 30 calendar days in advance.
- (c) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (d) the Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (e) 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
- (f) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

### 32.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a four week cycle between midnight Sunday and midnight Saturday,

shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.

- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

#### 32.8 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

**SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**

## Part One

Classification	Level	+2.5% Effective 1 July 2016
Transport Service Grade 1	Level 1A	49,176
	Level 1B	50,405
	Level 1C	51,636
	Level 1D	52,865
	Level 1E	54,094
Transport Service Grade 2	Level 2A	54,382
	Level 2B	55,742
	Level 2C	57,103
	Level 2D	58,462
	Level 2E	59,823
Transport Service Grade 3	Level 3A	60,170
	Level 3B	61,674
	Level 3C	63,177
	Level 3D	64,681
	Level 3E	66,185
Transport Service Grade 4	Level 4A	66,996
	Level 4B	68,672
	Level 4C	70,346
	Level 4D	72,022
	Level 4E	73,695
Transport Service Grade 5	Level 5A	75,558
	Level 5B	77,447
	Level 5C	79,336
	Level 5D	81,226
	Level 5E	83,115
Transport Service Grade 6	Level 6A	84,237
	Level 6B	86,343
	Level 6C	88,449
	Level 6D	90,555
	Level 6E	92,660
Transport Service Grade 7	Level 7A	94,187
	Level 7B	97,012
	Level 7C	99,838
	Level 7D	102,664
	Level 7E	105,490
Transport Service Grade 8	Level 8A	106,916
	Level 8B	110,123
	Level 8C	113,331
	Level 8D	116,537
	Level 8E	119,745
Transport Service Grade 9	Level 9A	123,116
	Level 9B	126,808
	Level 9C	130,501
	Level 9D	134,194
	Level 9E	137,889

^ In accordance with clause 7.5(a) salaries will increase by 2.5% from 1 July 2016.

## Part Two

Classification	Level	+2.5% Effective 1 July 2016
Professional Engineer Grade A	Level 1	84,237
	Level 2	88,449
	Level 3	90,555
	Level 4	94,187
	Level 5	97,012
	Level 6	99,838
Professional Engineer Grade B	Level 1	102,664
	Level 2	106,916
	Level 3	111,508
	Level 4	116,152
	Level 5	119,745
Professional Engineer Grade C	Level 1	123,116
	Level 2	128,038
	Level 3	132,961
	Level 4	137,889

^ In accordance with clause 7.5(a) salaries will increase by 2.5% from 1 July 2016.

#### SCHEDULE B - ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject	Amount Effective 1 July 2015	Amount Effective 1 July 2016
Item 1	On Call (Rostered Day)		37.31
Item 2	On Call (Non Rostered Day)		56.38
Item 3	Overtime Meal	\$28.80 per meal	#
Item 4	Breakfast Meal (no overnight stay)	\$25.90 per meal	#
Item 5	Lunch Meal (no overnight stay)	\$29.15 per meal	#
Item 6	Dinner Meal (no overnight stay)	\$49.65 per meal	#
Item 7	Overnight Stay Away from Headquarters Allowance	Varies depending on location -see relevant NSW Treasury (NSW Industrial Relations Circular)	#
Item 8	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$18.75 per night	#
Item 9	Private use of Motor Vehicle - up to 1600 cc	66 cents per km	#
Item 10	Private use of Motor Vehicle - between 1601cc and 2600cc	66 cents per km	#
Item 11	Private use of Motor Vehicle - over 2600 cc	66 cents per km	#
Item 12	Holder of St John's Ambulance		868.18
Item 13	Holder of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more		1303.80

Item 14	Remote Location (with dependants) Grade A Grade B Grade C	\$1970 pa \$2613 pa \$3490 pa	#
	Remote Location (without dependants) Grade A Grade B Grade C	\$1375 pa \$1832 pa \$2445 pa	#
Item 15	Remote Location Annual Leave Travel		#
	By Private Vehicle	Appropriate casual rate up to maximum of 2850 kms less \$48.55	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$48.44 and up to \$325.30	#
	Other Transport (without dependants)	Actual reasonable expenses of excess of \$48.55 and up to \$160.70	#
	Rail Travel	Actual rail fare less \$48.55	#

\*Subject to Award Increase/s, in accordance with 7.5(b).

# means amended in accordance with clause 7.5(c).

## SCHEDULE C - TRANSITIONAL ARRANGEMENTS

### 1. Transitional Arrangements

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

### 2. Personal Salaries - Code Z

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

### 3. Annual Award Increases

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

### 4. Former Railcorp Employees

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TfNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

### 5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

**Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW**

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
			47,919	
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z
3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	

4	61,357 63,500 65,723 68,025	4	59,348 60,832 62,315 63,799 65,282	Z Z Z Z
5	70,494 72,868 75,572 78,061	6	74,620 74,620 76,486 78,351 80,217 82,082	X Y Y X
6	80,793 83,622 86,545 89,574	7	83,435 85,938 88,441 90,944 93,447	Y Y Y X
7	92,710 95,956 99,314 102,787	8	94,710 97,551 100,393 103,234 106,075	Y Y Y X
8	106,387 110,111  116,997 122,148	9	109,060 112,332 115,604 118,875 122,148	Z Z - Z -

**Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW**

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331 36,557 41,794	1	43,563 43,563 43,563 44,652 45,741 46,830 47,919	X X X
2	44,078 46,079 47,793	2	48,175 48,175 48,175 49,379 50,584 51,788 52,993	X X X
3	50,747 53,125  55,600	3	53,300 53,300 54,633 55,965 57,298 58,630	X Y  X
4	57,296 59,542 61,885	4	59,348 60,832 62,315 63,799 65,282	Y Y X



5	64,012 66,082 67,272			Z Z Z
6	68,748 70,835 73,153	5	66,933 68,606 70,279 71,953 73,626	Y Y X
7	74,745 77,383 78,885	6	74,620 76,486 78,351 80,217 82,082	Y Y X
8	82,121 85,456 88,124	7	83,435 85,938 88,441 90,944 93,447	Y Y X
9	92,178 94,826 99,093	8	94,710 97,551 100,393 103,234 106,075	Y Y X
10	101,594 105,602 111,025	9	109,060 109,060 112,332	X Y X
11	114,457  119,439 122,128		115,604 118,875 122,148 122,148	Y Y Y -

**Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW**

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746 77,385 78,887	A	74,620	-
			78,351	X
			78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121 85,454 88,123		83,435	Y
			85,938	Y
			88,441	-
Engineer Level 2 Yrs 1 - 3 (RTA USS 9)	92,176 94,826 99,092	B	90,944	-
			94,710	Y
			98,779	Y
			102,892	X
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593 105,600 111,024	C	106,075	X
			109,060	Y
			109,060	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456 119,439 122,125		113,421	Y
			117,782	Y
			122,148	-
			122,148	-

**Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW**

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z
	45,327		45,741	Z
			46,830	
	47,100		47,919	Z
	48,293		47,919	Z
	49,672		47,919	-
2		2	48,175	
	50,342		49,349	Y
	51,012		50,484	X
3			51,788	
	51,867		52,993	Z
	53,078		52,993	Z
4		3	52,993	-
	53,906			
	54,929		53,300	
	56,291		54,633	X
	57,756		55,965	Y
5		4	57,298	
			58,630	-
	58,941		59,348	X
	61,155		60,832	
	62,969		62,315	Y
6		5	63,799	
			65,282	
	64,165		66,933	X
	65,876		66,933	X
	68,276		68,606	X
			70,279	
Special		6	71,953	
			73,626	
	69,463		74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
SO A		7	80,217	
			82,082	
	77,683		83,435	X
	80,308		83,435	X
	83,119		83,435	Y
	86,262		85,938	
	89,910		88,441	Y
SO B		8	90,944	X
			93,447	
	89,090		94,710	X
	91,952		94,710	X
	95,051		97,551	Y
	98,443		100,393	Y
102,121	103,234	X		
	106,075			

SO C	99,079	9	109,060	X
	102,249		109,060	X
	105,706		109,060	X
	109,356		112,332	Y
	113,309		115,604	X
			118,875	
	122,148			
SO D	109,830		109,060	Z
	113,353		112,332	Z
	117,129		115,604	Z
	121,420		118,875	Z
	126,067		122,148	-
			122,148	-

**Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for Railcorp Employees Transitioning to Transport for NSW**

RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1	Level 1	43,915	45,451	1
	Level 2	44,806	46,374	
	Level 3	45,772	47,373	
	Level 4	46,635	48,267	
	Level 5	47,472	49,133	
2	Level 1	50,834	52,613	3
	Level 2	52,530	54,368	
	Level 3	54,016	55,906	
	Level 4	55,749	57,700	
	Level 5	58,199	60,235	
3	Level 1	60,504	62,621	4
	Level 2	62,336	64,517	
	Level 3	63,657	65,884	
	Level 4	65,400	67,688	
	Level 5	66,967	69,310	
4	Level 1	68,909	71,320	6
	Level 2	71,081	73,568	
	Level 3	73,390	75,958	
	Level 4	76,402	79,076	
	Level 5	79,470	82,251	
5	Level 1	83,140	86,049	7
	Level 2	86,786	89,823	
	Level 3	89,688	92,827	
	Level 4	92,696	95,940	
	Level 5	95,899	99,255	
6	Level 1	99,436	102,916	8
	Level 2	101,804	105,367	
	Level 3	104,621	108,282	
	Level 4	107,437	111,197	
	Level 5	110,258	114,116	
7	Level 1	111,906	115,822	9
	Level 2	114,678	118,691	
	Level 3	117,465	121,576	
	Level 4	120,266	124,475	
	Level 5	123,123	127,432	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

**Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW**

Ferries Grade	Ferries Salary \$	Effective from 1 January 2012	Effective from 1 January 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		43,563	Z
	43,265	44,779	46,346		45,741	Z
	44,957	46,530	48,159		46,830	Z
	46,097	47,710	49,380		47,919	Z
	47,414	49,073	50,791		47,919	-
2				2	48,175	
	48,053	49,735	51,476		49,379	X
	48,693	50,397	52,161		50,584	X
3	49,509	51,242	53,035		51,788	Z
	50,664	52,437	54,272		52,993	Z
	51,455	53,256	55,120		52,993	-
4				3	53,300	
	52,433	54,268	56,167		54,633	X
	53,732	55,613	57,559		55,965	X
	55,129	57,059	59,056		57,298	X
5				4	58,630	
	56,261	58,230	60,268		59,348	X
	58,373	60,416	62,531		60,832	X
	60,106	62,210	64,387		62,315	X
					63,799	
6				5	65,282	
	61,247	63,391	65,610		66,933	X
	62,883	65,084	67,362		66,933	X
	65,171	67,452	69,813		68,606	X
					70,279	
					71,953	
Special				6	73,626	
	66,304	68,625	71,027		74,620	X
	69,698	72,137	74,662		74,620	X
	73,122	75,681	78,330		76,486	X
					78,351	
SO A				7	80,217	
	74,151	76,746	79,432		82,082	
	76,656	79,339	82,116		83,435	X
	79,341	82,118	84,992		83,435	X
	82,340	85,222	88,205		83,435	X
					85,938	X
SO B				8	88,441	
	85,823	88,827	91,936		88,441	
	85,040	88,016	91,097		90,944	X
	87,771	90,843	94,023		93,447	
	90,729	93,905	97,192		94,710	X
	93,967	97,256	100,660		97,551	X
			100,393			
	100,891	104,422	103,234	X		
			106,075			

SO C	94,573	97,883	101,309	9	109,060	X
	97,600	101,016	104,552		109,060	X
	100,899	104,430	108,085		109,060	X
	104,386	108,040	111,821		109,060	X
	108,158	111,944	115,862		112,332	X
SO D	104,838	108,507	112,305		109,060	Z
	108,201	111,988	115,908		112,332	Z
					115,604	Z
	111,803	115,716	119,766		118,875	-
	115,899	119,955	124,153		122,148	Z
	120,334	124,546	128,905		122,148	-

**Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW**

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	6,1000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

SERIAL C8587

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA16/5 - AlburyCity Airport Officers' Enterprise Agreement 2016-2019**

**Made Between:** AlburyCity -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New

**Approval and Commencement Date:** Approved 24 June 2016 and commenced 24 June 2016.

**Description of Employees:** The agreement shall cover all employees who are engaged in the position of Airport Officer and work on the basis of a four (4) person, seven (7) day a week rotating roster system at AlburyCity Council located at 553 Kiewa Street, Albury NSW 2640.

**Nominal Term:** 36 Months.

**EA15/7 - Blacktown City Council Enterprise Agreement 2015**

**Made Between:** Blacktown City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Development and Environmental Professionals' Association.

**New/Variation:** Variation

**Approval and Commencement Date:** Approved 21 July 2016 and commenced 21 July 2016.

**Description of Employees:** The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown, who fall within the coverage of the Local Government (State) Award 2014.

**Nominal Term:** N/A.

**EA16/6 - Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement 2016 - 2019**

**Made Between:** Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New. Replaces EA14/4.

**Approval and Commencement Date:** Approved 25 July 2016 and commenced 1 July 2016.

**Description of Employees:** The agreement applies to Operational Staff employed at the Kimbriki Centre by Kimbriki Environmental Enterprises Pty Ltd, at Kimbriki Road, Terrey Hills NSW 2084, who would otherwise fall within the coverage of the Local Government (State) Award 2014.

**Nominal Term:** 36 Months.

**EA16/7 - Kimbriki Environmental Enterprises Pty Ltd Administration Staff Enterprise Agreement 2016 - 2020**

**Made Between:** Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New. Replaces EA14/3.

**Approval and Commencement Date:** Approved 25 July 2016 and commenced 1 July 2016.

**Description of Employees:** The agreement covers administrative employees employed by Kimbriki Environmental Enterprises Pty Ltd at Kimbriki Road, Ingleside NSW 2101, who would otherwise fall within the coverage of the Local Government (State) Award 2014.

**Nominal Term:** 36 Months.

---

Printed by the authority of the Industrial Registrar.