



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192303 of 2022)

Before Chief Commissioner

18 July 2022

AWARD

PART A

Arrangement

Clause No.	Subject Matter
9.	Area, Incidence and Duration
2.	Classifications
4.	Conditions of Service
1.	Definitions
6.	Dispute Resolution
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PART B

MONETARY RATES

Table 1 - Salary Rates

PART A

1. Definitions

"Employee" means a person employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, as amended or varied from time to time,

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"Health Service" means a Local Health District constituted under section 17 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 41 of that Act and an Affiliated Health Organisation recognised under section 62 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 Psychologist 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 e.g. 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 wellbeing.

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 e.g. 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 e.g. 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 (e.g. 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 their nominated representative.

4. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, shall also apply to all relevant employees.

5. Salaries

Full time Psychologist employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates, of this Award.

6. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply.

7. 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.

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 (or its successor however described), 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 2023 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the last column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award 2019 published 8 April 2022 (391 I.G. 819) 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 - Salary Rates

Classification	Rate to apply prior to ffppoa 01/07/22 Per annum \$	Rate from ffppoa 01/07/22 Per annum \$
Psychologists		
Psychologist		
1st year of service	69,482	71,240
2nd year of service	73,240	75,093
3rd year of service	76,994	78,942
4th year of service	81,688	83,755
5th year of service	86,384	88,570
6th year of service	91,079	93,383
7th year of service	95,774	98,197
8th year of service	99,532	102,050
9th year of service and thereafter	103,282	105,895
Senior		
1st year of service	108,917	111,673
2nd year of service	113,615	116,489
3rd year of service and thereafter	118,308	121,301
Clinical		
1st year of service	99,533	102,051
2nd year of service	105,160	107,821
3rd year of service	110,797	113,600
4th year of service	116,433	119,379
5th year of service and thereafter	122,063	125,151
Senior Clinical		
1st year of service	127,699	130,930
2nd year of service	131,453	134,779
3rd year of service and thereafter	135,210	138,631
Principal Clinical		
1st year of service and thereafter	153,989	157,885
Part-time Psychologists		
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))		
Psychologist		
Part-Time Psychologist (per hour)	52.04	53.36
(Formula: 5th year rate ÷ 52.17857 ÷ 35 + 10%)		
Clinical Psychologist		
Part-Time Clinical Psychologist (per hour)	66.73	68.42

(Formula: 3rd year rate ÷ 52.17857 ÷ 35 + 10%)		
Senior Clinical Psychologist		
Part-Time Senior Clinical Psychologist (per hour)	79.18	81.18
(Formula: 2nd year rate ÷ 52.17857 ÷ 35 + 10%)		

N. CONSTANT *Chief Commissioner*

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HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192218 of 2022)

Before Chief Commissioner Constant

7 July 2022

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

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"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, as amended or varied from time to time.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act, 1997*, as amended or varied from time to time.

"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 per cent 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.

"Union" means the Health Services Union NSW.

"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.

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 workflow 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 interpretative role in respect of pay enquiries and having had a minimum of 2 years' service carrying out these duties.

2. Salaries and Wages

Full time Administrative Staff employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates of this Award.

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 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2021 as varied or replaced from time to time, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply.

6. 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 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* (or its successor however described) 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 2023 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates and allowances in the second column of the tables in Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the *Health Employees Administrative Staff (State) Award 2021* published 29 October 2021 (390 I.G. 958) 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 to apply prior to ffppoa 01/0722 Per week \$	Rate from ffppoa 01/07/22 Per Week \$
Telephonist		
Level 1		
1st Year	961.84	986.17
2nd Year	980.75	1,005.56
3rd Year	1,022.90	1,048.78
4th Year	1,048.07	1,074.59
5th Year	1,093.88	1,121.56
Level 2		
1st Year	1,118.08	1,146.37
2nd Year	1,142.68	1,171.59
3rd Year	1,166.25	1,195.76
Level 3		
1st Year	1,191.19	1,221.33
2nd Year	1,216.36	1,247.13

Administration Officer		
Level 1		
1st Year	926.56	950.00
2nd Year	965.59	990.02
3rd Year	1,003.34	1,028.72
4th Year	1,028.17	1,054.18
5th Year	1,053.89	1,080.55
Level 2		
1st Year	1,091.20	1,118.81
2nd Year	1,129.57	1,158.15
Level 2A		
1st Year	1,151.29	1,180.42
2nd Year	1,168.73	1,198.30
Level 3		
1st Year	1,168.73	1,198.30
2nd Year	1,207.20	1,237.74
Level 4		
1st Year	1,240.01	1271.38
2nd Year	1,269.89	1302.02
Level 5		
1st Year	1,309.36	1342.49
2nd Year	1,340.54	1374.46
Level 6		
1st Year	1,385.49	1420.54
2nd Year	1,419.79	1455.71

Table 2 - Allowances

Clause No.	Allowance Description	Rate to apply prior to ffppoa 01/07/2022 \$	Rate from ffppoa 01/07/2022 \$
Telephonist - Level 1 - In-Charge			
1	Telephonist In Charge - 3-5 (per shift)	8.93	9.16
1	Telephonist In Charge - 6-10 (per shift)	11.07	11.35
1	Telephonist In Charge - >10 (per shift)	19.14	19.62
Higher Skills			
3	Higher Skills Allowance (per week)	17.63	18.08

N. CONSTANT, *Chief Commissioner*

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SERIAL C9517

HEALTH EMPLOYEES' DENTAL OFFICERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192228 of 2022)

Before Chief Commissioner Constant

18 July 2022

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Service
3.	Salaries
4.	Classifications
5.	Transitional Arrangements
6.	No Extra Claims
7.	Area, Incidence and Duration

1. Definitions

"Dental Officer" means a person appointed as such by a hospital who holds a dental qualification registrable with the Dental Board of Australia.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"Ministry" means the Ministry of Health.

"Officer" means a Dental Officer, as defined herein, occupying a position as specified in clause 3, Salaries, in a hospital as defined above.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry.

"Specialist" means a person appointed by the hospital who:

- (a) holds a dental qualification registrable in Australia;
- (b) after full registration has spent not less than six years in the practice of dentistry whether in New South Wales or elsewhere, deemed by the hospital to be of equivalent standing;
- (c) has spent not less than four years in supervised specialist training and/or experience, and either:
 - (1) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or
 - (2) is deemed by the Ministry to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.

"Union" means Health Services Union NSW.

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

2. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, shall also apply to all relevant employees.

3. Salaries

Full time Dental Officer employees shall be paid the salaries in the Health Professional and Medical Salaries (State) Award 2021, as varied or replaced from time to time.

4. Classifications

4.1 Dental Officer Level 1

- (a) Dental officers employed at level 1 are newly qualified employees. Dental officers at this level are beginning practitioners who are developing their skills and competencies in dentistry.
- (b) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility. Under the general oversight of a more experienced dentist, a level 1 year 1 Dental Officer performs examinations, investigations and basic treatment of commonly encountered dental diseases or dental health problems requiring standard corrective, restorative, or preventive measures.
- (c) Dental officers on level 1 year 2-4 serve as practicing dentists who perform routine dental work requiring the independent examination, investigation, treatment planning and treatment of patients. This is a moderate skill level and includes the moderately experienced dentist who is competent in basic tasks. They may require regular professional support and mentoring.
- (d) Level 1 staff participate in quality activities and workplace education. Level 1 year 2-4 staff may be required to provide supervision to undergraduate student on observational placements, work experience students and to level 1 year 1 Dental Officers.

4.2 Dental Officer Level 2

- (a) Progression to level 2 from level 1 is dependent upon having a minimum of 2 years' clinical experience, meeting the annual performance review requirements and successfully completing the standard Dental Officers Skills Assessment set by the Centre for Oral Health Strategy conducted by the clinical supervisor.
- (b) The level 2 Dental Officer is a general dental practitioner who performs the full range of professional dental tasks described for the level 1 Dental Officer. The work differs from the level 1 Dental Officer in that the dental officer regularly encounters, diagnoses, and administers treatment for dental diseases and dental health problems of greater-than-usual difficulty.
- (c) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (d) 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.

- (e) Dental registrars (dentists undertaking training as Specialists by Masters degree) are placed on level 2, with remuneration linked to the proportion of time spent providing dental services to public patients.

4.3 Dental Officer Level 3 - Senior Dentist

- (a) This level is only achieved by appointment to such a position. Level 3 Dental Officers are experienced and capable of operating with a level of independence reflective of their skill and competency in general dentistry. Some of these dental officers will be entitled to clinical manager allowances.
- (b) The level 3 Dental Officer will have the majority of the following duties and attributes:
 - (i) highly advanced skills in managing most of the difficult clinical situations, complex medical histories and those with disabilities.
 - (ii) widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures. This may include the attainment of a Fellowship or Membership of the Royal Australasian College of Dental Surgeons (RACDS) or equivalent organisation as recognised by the Ministry of Health.
 - (iii) experienced clinician who demonstrates advanced clinical reasoning skills;
 - (iv) duties and responsibilities involving planning, implementing, evaluating and reporting on services;
 - (v) responsibility for identifying opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff;
 - (vi) conduct clinical research
 - (vii) acts as a mentor to other clinical staff and teaches undergraduate students
 - (viii) may be responsible for providing clinical supervision and support to level 1 and 2 Dental Officers, technical and support staff;
 - (ix) responsible for components of clinical governance; and
 - (x) participate in the provision of clinical development in-service education programs to staff and students.

4.4 Dental Officer Level 4 - Head of Department/Senior Clinical Adviser

- (a) This level is only achieved by appointment. Level 4 Dental Officers will have the competencies of a level 3 Dental Officer plus additional areas of expertise. They may have a clinical, education or management focus or may have elements of all three features. Current grade 5 Dental Officers will go to level 4 on transition to the new structure.
- (b) In recognition of their superior clinical expertise, a clinician 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 clinical specialty. The level 4 Dental Officer 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.
- (c) Staff at level 4 deliver and/or manage and direct the delivery of services in a complex clinical setting. They perform novel, complex or critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

- (d) Dental officers 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.
- (e) Roles that may be undertaken at level 4 include, but are not limited to, the following:

Level 4 - Clinical Stream

Level 4 - Dental Officers are experienced dentists who are:

- (i) widely recognised for their exceptional competence in general dental work and have a proven record for carrying out a broad range of advanced and complex dental procedures.
- (ii) maintain a clinical caseload and provides:
 - clinical education in the area of expertise through in-service training to under-graduate and/or post-graduate students;
 - in-service to other dental officers in their clinical specialist area of expertise;
 - consultation and advice to specialist teams across an area or geographic or clinical network; and
 - discipline specific professional supervision and leadership either within a facility or across facilities and/or Local Health District(s).

Level 4 - Management Stream

Level 4 - Dental Officers may be appointed as:

- (i) Department Head - responsible for operational co-ordination of staffing and related clinical services and may work across a geographic region, zone or clinical network. Department Heads may also be required to maintain a clinical load.
- (ii) Unit Head or Team Leader- 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 dental officers and support staff as well as a clinical load.

4.5 Dental Officer Levels 1 - 3 Management Allowances

- (a) Dental Officers in level 1 (2nd year and thereafter), level 2 and level 3 may be paid a management allowance in addition to their rate of pay. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee. There are two levels of allowances, which are paid in the following circumstances:
 - (i) Clinic Manager Level 1 - A dental officer managing a dental clinical service that may encompass more than one small clinic. The work involves, clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 1 managerial allowance would be paid.
 - (ii) Clinic Manager Level 2 - is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit that may work across a geographic region, zone or clinical network. The work involves clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 2 managerial allowance would be paid. Level 1 Dental Officers are not eligible for this allowance.

4.6 Specialists

- (a) Employees occupying positions as specialists who have satisfied the full requirements of the Dental Board of Australia in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality.
- (b) Continued payment as a specialist will be on the basis of a dentist remaining employed in the specialist area concerned.

4.7 Hospital Specialist

- (a) These will be differentiated from the board specialists as follows:
 - (i) Hospital specialists provide specialist services in an area of work that is not a specialty recognised by the Dental Board of Australia.
 - (ii) For the purpose of this Award, a hospital specialist will work in the specialties of special needs, geriodontics or restorative dentistry. Additional specialties can be recognised with the approval of the Chief Dental Officer. The Medical and Dental Advisory Committee assesses the merit of individual specialists for recognition as a hospital specialist within the categories determined by the Chief Dental Officer.
 - (iii) Hospital specialists do not have access to the senior clinical specialist classification.

4.8 Senior Clinical Specialist

- (a) Board Specialists may progress to the level of Senior Specialist. This is seen as recognition for an exceptional clinical leader who has made significant contributions to dentistry in their area of speciality. This is a personal appointment, where it can also be demonstrated that the specialist is appointed to a position having such duties and responsibilities as deemed by the employer to require the services of a senior clinical specialist.
- (b) Except in exceptional circumstances, this appointment would follow about 10 years of experience as a specialist. This classification is not available to hospital specialists. This appointment is considered upon application by or on behalf of an individual board specialist to the Medical and Dental Advisory Committee of the Local Health District(s). Appeal of any such decision lies with the Chief Dental Officer.

4.9 Specialist - Management Allowance

- (a) A specialist or a senior clinical specialist managing a clinical service that involves, clinical management, supervision and teaching of other specialists, other oral health practitioners, undergraduate students and support staff as well as a clinical load. A hospital specialist may be eligible for the payment of this allowance. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee.

4.10 Area Directors of Oral Health Clinical Services

- (a) Positions at this level lead, direct and co-ordinate all public sector oral health services within a Local Health District(s). They have significant responsibility for the human physical and financial resources under their control. Positions at this level will also make a major contribution towards the development and achievement of the strategic directions of the Area.
- (b) The position exercises a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. It will also 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 dental officers and staff. The position makes strategic management and service development decisions.

- (c) Positions at this level may include operational and strategic roles but are not limited to the following:
- (i) professional responsibility with regard to strategic workforce and service development and professional practice across an AHS;
 - (ii) provides professional co-ordination and leadership across an area to department heads and acts as a central point of contact for strategic consultation and liaison with Senior Executive management;
 - (iii) a dual role of department head within a facility;
 - (iv) required to provide an expert speciality consultancy role in their area of expertise; and
 - (v) involved in the provision of training to staff within the Local Health District(s).
- (d) There will be three levels of Area Director of Clinical Services reflecting the size of the Local Health District(s) and the complexity and mix of the dental facilities within it.
- (e) Area Director of Oral Health Clinical Services - Level 1

The level 1 reports to a health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics but does not have

- (i) a dental teaching hospital where dental specialist services are also provided
 - (ii) a Rural and Regional Centre of Oral Health or
 - (iii) a dental clinical school.
- (f) Area Director of Oral Health Clinical Services - Level 2

The level 2 reports to a health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics but:

- (i) does not have a dental teaching hospital,
 - (ii) has a Rural and Regional Centre of Oral Health and/or
 - (iii) a dental clinical school.
- (g) Area Director of Oral Health Clinical Services - Level 3

The level 3 would also have the role of health services manager responsible for oral health services. This is the lead dentist in a Local Health District(s) that provides the usual range of oral health services from community clinics, and, in addition, has:

- (i) a dental teaching hospital where dental specialist services are also provided
- (ii) a Rural and Regional Centre of Oral Health and/or
- (iii) a dental clinical school.

5. Transition Arrangements

- (a) Employees' skills, responsibilities and qualifications will be assessed against the classification descriptors in clause 4 and will be placed on the appropriate level, maintaining their existing incremental date. Years of service at the relevant skill level will be used to determine the appropriate salary rate within the classification level. Employees will maintain their existing incremental date.

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 (or its successor however described), 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 2023 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Dental Officers (State) Award 2021 published 8 April 2022 (391 I.G 832) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in the *Health Services Act 1997*, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192253 of 2022)

Before Chief Commissioner Constant

18 July 2022

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Transitional Arrangements
5.	Previous Industry Service
6.	Salaries and Allowances
7.	Conditions of Service
8.	Grading and Classification of Officers
9.	No Extra Claims
10.	Area, Incidence and Duration

2. Definitions

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

“Employee” means a person or persons employed in any hospital as defined.

“Hospital” means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

“Industrial Committee” means the Public Health Employees (State) Industrial Committee.

“Industry Service” unless the context otherwise indicates or requires means service before and/or after commencement of this award in any hospital and/or laboratory acceptable to the Ministry.

“Ministry” means the Ministry of Health.

“Service”, unless the context otherwise indicates or requires means service or experience as a Dental Technician before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisation acceptable to the Ministry.

“Union” means the Health Services Union NSW.

3. Classifications

3.1 Dental Technician

- (a) Trainee Dental Technician means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (b) Dental Technician Level 1 means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (c) Dental Technician Level 2 means a dental technician who fulfils the following criteria:
 - (i) having at least 3 years' experience as a registered dental technician; and
 - (ii)
 - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
 - (b) having qualifications deemed by the Ministry to be equivalent to the first year of the Dental Prosthetics course; and
 - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
 - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work;
 - orthodontic appliances;
 - cast metal denture techniques;
 - crown and bridge;
 - osseo-integrated implant technology;
 - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion.
- (d) Dental Technician Level 3 means a dental technician who fulfils the following criteria:
 - (i) having at least 6 years' experience as a registered dental technician and maintains relevant registration; and
 - (ii) successfully completed qualifications deemed by the Employer to be equivalent to the Advance Diploma of Dental Prosthetics (these may include qualifications in ceramics, orthodontics, implants, crowns etc). Equivalency is to be assessed based upon the hours of study undertaken and the complexity of the course work; and
 - (iii) show a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (e) Senior Dental Technician Level 4 means a dental technician appointed to such a position and who undertakes the following duties/or role:
 - (i) meets all the requirements of a Dental Technician Level 3; and

- (ii) manages a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (f) Specialised Dental Technician Level 5 means a dental technician appointed to such a position and who undertakes most of the following duties/ role:
- (i) master or highly skilled technician with technical skills and proficiency above that which would be expected of a fully proficient level 3;
 - (ii) specialist in an area of their profession and relied on for advice in this field;
 - (iii) undertakes complex independent scientific, technical or specialist work and analysis;
 - (iv) contributes to the development of standards relating to the sector, program or profession;
 - (v) develops technical or professional standards for the organisation;
 - (vi) provides professional leadership, education and development of staff in area of professional expertise;
 - (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
 - (viii) manages complex and significant state-wide, in-house services provided by dental technicians. (Such services provided on a Local Health District(s)-wide basis would be managed by a technician at level 4.)

3.2 Dental Prosthetist

- (a) Dental Prosthetist Level 1 means a dental prosthetist who fulfils the following criteria:
- (i) having at least 6 years' experience as a registered dental technician;
 - (ii) having successfully completed all qualifications of the Diploma of Dental Technology and the Advanced Diploma of Dental Prosthetics;
 - (iii) possesses and maintains relevant registration; and
 - (iv) shows a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (b) Senior Dental Prosthetist Level 2 means a dental prosthetist appointed to such a position who has developed specialised skills through additional study or the development of specialised skills/techniques and who undertakes the following duties:
- (i) meets all the requirements of a Dental Prosthetist Level 1; and
 - (ii) has a specialised area of practice such as dealing with special needs patients or trauma patients with complex prosthetics requirements; and
 - (iii) may manage a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (c) Specialised Dental Prosthetist Level 3 - means a prosthetist appointed to such a position and who undertakes most of the following duties/ role:
- (i) master or highly skilled prosthetist with technical skills and proficiency above that which would be expected of a fully proficient level 2;

- (ii) specialist in an area of their profession and relied on for advice in this field;
- (iii) undertakes complex independent scientific, technical or specialist work and analysis;
- (iv) contributes to the development of standards relating to the sector, program or profession;
- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental prosthetists (such services provided on an Area-wide basis would be managed by a prosthetist at level 2.)

4. Transition Arrangements

- (a) Existing dental technicians will have their current duties and qualifications assessed against the classification descriptors provided in clause 3, in order to appropriately transfer employees into the dental prosthetist classification structure. There will be no reduction to employees' rates of pay arising from this transition and existing incremental dates will be maintained.
- (b) Dental technicians who obtained prosthetist qualifications under the previous award provisions will have their qualifications recognised and, if appropriate, their current grade as a dental technician maintained. However, employees who have not yet commenced nor completed the prosthetist qualification will no longer have this qualification recognised for progression to level 2 or beyond in the technicians stream of the classification structure. Employees who have partially completed this qualification can only rely upon the qualification to progress as a prosthetist, not as a technician.
- (c) Progression to level 3 in the technicians' structure, and to level 1 in the prosthetist structure, will require completion of relevant qualifications, the exercise of the relevant skills and the possession of any relevant license or registration.
- (d) The parties will work together to identify suitable qualifications for progression in the dental technician classification structure.
- (e) The award classification of Deputy Chief Dental Technician has been deleted but this classification and salary will be maintained for the current occupant.

5. Previous Industry Service

Previous industry service shall be taken into account in determining the commencing salary of an employee to be paid in accordance with rates set in the Health Professional and Medical Salaries (State) Award 2021, as varied or replaced from time to time.

6. Salaries and Allowances

Full time Dental Prosthetist and Dental Technician employees shall be paid the salaries and allowances as set out in the Health Professional and Medical Salaries (State) Award 2021, as varied or replaced from time to time.

7. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, shall also apply to all relevant employees.

8. Grading and Classification of Officers

Nothing in Clause 3 - Classifications, or Clause 5 - Previous Industry Service, shall affect the right of the Union to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

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 (or its successor however described), 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 2023 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Dental Prosthetists and Dental Technicians (State) Award 2021 as published 8 April 2022 (391 I.G. 839) and all variations thereof.
- (ii) 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.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192187 of 2022)

Before Chief Commissioner Constant

13 July 2022

AWARD**PART A****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:

‘Accredited Medical Physicist’ means a Medical Physicist who has been awarded accreditation /equivalent 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.

‘ACPSEM’ means the Australasian College of Physical Scientists and Engineers in Medicine.

‘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

‘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.

‘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.

‘NSW Health Service’ is as defined at Section 115 of the *Health Services Act 1997*, as amended or varied from time to time.

‘Public Health Organisation’ is as defined at Section 7 of the *Health Services Act 1997*, as amended or varied from time to time.

‘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.

‘Union’ means the Health Services Union NSW.

2. Conditions of Employment

The Hospital Scientists (State) Award 2021, (the “Conditions Award”), as varied or replaced 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 (or its successor however described), 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 2023 by a party to this Award.

5. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Public Hospital Medical Physicists (State) Award 2021, published 8 April 2022 (391 I.G. 914) and all variations thereof.
- (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

Classification	Rate to apply prior to ffppoa 01/07/2022 Per annum \$	Rates from ffppoa 01/07/2022 Per annum \$
Accredited Medical Physicists		
Medical Physics Registrar		
Year 1	72,242	74,070
Year 2	80,269	82,300
Year 3	88,300	90,534
Year 4	96,332	98,769
Year 5 and thereafter	104,345	106,985
Medical Physics Specialist		
Year 1	120,406	123,452

Year 2	136,465	139,918
Year 3	152,508	156,366
Year 4	168,568	172,833
Year 5 and thereafter	184,615	189,286
Senior Medical Physics Specialist		
Year 1	192,646	197,520
Year 2	200,676	205,753
Year 3	208,706	213,986
Year 4 and thereafter	216,734	222,217
Principal Medical Physics Specialist		
Year 1 and thereafter	224,749	230,435
Director Medical Physics Specialist		
Level 1	224,749	230,435
Level 2	236,001	241,972
Level 3	248,838	255,134

Table 2 - Salary Rates for Non-Accredited Medical Physicists

Classification	Rate to apply prior to ffppoa 01/07/2022 Per annum \$	Rates from ffppoa 01/07/2022 Per annum \$
Non-Accredited Medical Physicists		
Medical Physics Registrar		
Year 1	72,242	74,070
Year 2	80,269	82,300
Year 3	88,300	90,534
Year 4	96,332	98,769
Year 5	104,345	106,985
Medical Physics Specialist (-10%) *		
Year 1	108,365	111,107
Year 2	122,819	125,926
Year 3	137,257	140,729
Year 4	151,711	155,550
Year 5 and thereafter	166,154	170,357
Senior Medical Physics Specialist (-4%) #		
Year 1	184,940	189,619
Year 2	192,649	197,523
Year 3	200,358	205,427
Year 4 and thereafter	208,065	213,328
Principal Medical Physics Specialist (-3%) ^		
Year 1 and thereafter	218,007	223,522
Director Medical Physics Specialist (-3%) ^		
Level 1	218,007	223,522
Level 2	228,921	234,713
Level 3 and thereafter	241,373	247,480
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, subclause 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	Medical Physics Registrar Year 4
Hospital Scientist Year 4	
Hospital Scientist Year 5	Medical Physics Registrar Year 5
Hospital Scientist Year 6	
Hospital Scientist Year 7	Medical Physics Specialist Year 1
Hospital Scientist Year 8	
Senior Hospital Scientist Year 1	Medical Physics Specialist Year 2
Senior Hospital Scientist Year 2	
Senior Hospital Scientist Year 3	Medical Physics Specialist Year 3
Senior Hospital Scientist Year 4	
Senior Hospital Scientist Year 5	Medical Physics Specialist Year 4
Senior Hospital Scientist Year 6	
Senior Hospital Scientist Year 7	Medical Physics Specialist Year 5
Senior Hospital Scientist Year 8	
Principal Hospital Scientist Year 1	Senior Medical Physics Specialist Year 1
Principal Hospital Scientist Year 2	
Principal Hospital Scientist Year 3	Senior Medical Physics Specialist Year 2
Principal Hospital Scientist Year 4	

Principal Hospital Scientist Year 5	Senior Medical Physics Specialist Year 3
Principal Hospital Scientist Year 6	
Principal Hospital Scientist Year 7	Senior Medical Physics Specialist Year 4
Principal Hospital Scientist Year 8	
Principal Hospital Scientist Year 9	Principal Medical Physics Specialist
Principal Hospital Scientist Year 10	
Chief Medical Physicist	Director Medical Physics Specialist

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 190504 of 2022)

Before Chief Commissioner Constant

7 July 2022

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

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	Family and Community Services Leave and Personal/Carer's Leave
14A	Family Violence Leave
15	Labour Flexibility
16	Termination of Employment
17	Salary Packaging
18	Reasonable Hours
19	Salary Sacrifice to Superannuation
20	No Extra Claims
21	Area, Incidence and Duration

PART A**1. Definitions**

"Award" means Public Hospitals (Medical Superintendents) Award 2022.

"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 (NSW) 1987* as varied from time to time.

- (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*, as varied from time to time, 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 (i.e. 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 (NSW) 1987* as varied from time to time.

(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 (NSW) 1987* as varied from time to time.

(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, 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 7 of the NSW Health Policy Directive PD2019_010 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 Section 7 of NSW Health Policy Directive PD2019_010 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 over payments 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)(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 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 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. 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 (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.

14A. 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* as varied from time to time. 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.

15. 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 subclause (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.

16. 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.

17. 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 Policy Directive PD 2018_044 *Salary Packaging*, 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 NSW Health Policy Directive PD2018_044 Salary Packaging, as varied from time to time.
- (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 Policy Directive PD 2018_044 *Salary Packaging* as amended from time to time.

18. Reasonable Hours

- (i) Subject to subclause (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 subclause (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.

19. 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 17. 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.

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* (or its successor however described), 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 2023 by a party to this Award.

21. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the *Public Hospitals (Medical Superintendents) Award 2021* published 6 May 2022 (391 I.G. 994), 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.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192563 of 2022)

Before Chief Commissioner Constant

19 July 2022

AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Salary and Grading Structure
3.	Grading Committee
4.	Labour Flexibility
5.	Anti-Discrimination
6.	Conditions of Service
7.	Dispute Resolution
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Definitions

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time,

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the Association of Medical Records Librarians, NSW or such other qualifications deemed to be equivalent by the employer.

"Officer" means a medical record librarian employed by the employer.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union NSW.

2. Salary and Grading Structure

Full time Medical Record Librarian employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2021, as varied or replaced from time to time.

Medical Records Administrator / Medical Records Manager

Grade 1	All other hospitals including, Balmain, Grafton Base, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury Wodonga, Bathurst Base, Canterbury, Coffs Harbour Base, Dubbo Base, Fairfield, Griffith Base, Manning, Port Kembla, Shellharbour.

Grade 3	Auburn, Campbelltown, Camden, Lismore Base, Wagga.
Grade 4	Blacktown & Mt. Druitt, Manly, Bankstown-Lidcombe, Ryde, Mona Vale, Nepean, Sydney, Royal Hospital for Women, Sutherland.
Grade 5	Hornsby Ku-ring-gai, Liverpool, St. George, Wollongong, Gosford, John Hunter, Royal Alexandra for Children's Hospital and Country Regions.
Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the 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:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) 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.
- Except as otherwise provided, the matters to be referred to the committee shall be:
- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.
- (iii) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
- (iv) 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.

- (v) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vi) 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 employee under this Award.

4. 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 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 subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

5. Anti-Discrimination

- (i) 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 or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, shall also apply to all relevant employees.

7. Dispute Resolution

The dispute settlement procedures contained in the applicable conditions award as outlined in Clause 6, Conditions of Service (and as varied or replaced from time to time), shall apply.

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 (or its successor however described), 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 2023 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the *Public Hospitals Medical Records Librarians Award 2021* published 11 March 2022 (391 I.G. 656) and all variations thereof.
- (ii) 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.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF) CONDITIONS OF EMPLOYMENT (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192628 of 2022)

Before Chief Commissioner Constant

13 July 2022

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Hours
2A.	Multiple Assignments
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. Labour Flexibility
- 33. Salary Packaging
- 34. Salary Sacrifice to Superannuation
- 35. Reasonable Hours
- 36. Induction and Orientation
- 37. No Extra Claims
- 38. 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 their 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 of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"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*, as amended or varied from time to time.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"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 mealtimes, 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 mealtimes 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 of a full time employee 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 their 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 their 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 workers 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.

2A. Multiple Assignments

- (i) Multiple assignments under this Award exist when:
 - a. An employee has more than one position under this Award within the New South Wales Health Service, and
 - b. The same conditions of employment within the Award apply to the positions.

Each of these positions is referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) This clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Organisation in the Public Health System

- (iv) The following provisions apply to employees with two or more assignments, that comply with 2A(i), within a single Organisation in the Public Health System:
 - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

Hours, Additional Days Off, and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in clause 2, Hours.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (i.e. full time) in clause 2 they will be considered as a full time employee for the purposes of the Award and:
 1. that employee is entitled to allocated days off in accordance with clause 2, Hours, and

2. clause 8 Overtime shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause they will be treated in accordance with Part I of clause 5, Part-time Employees.
1. All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part I of clause 5, Part-time Employees, and
 2. Overtime as prescribed in clause 8, Overtime (including subclause (xiii)).
- (e) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (g) Where overtime is compensated by way of time off in lieu as set out in clause 8, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

Public Holidays - Rostered Day Off

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under clause 11, Public Holidays, paragraph (i)(c). The annual election for the payment arrangements required under paragraph (i)(d) will be the same for each of the employee's multiple assignments.

Temporary Employees

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with clause 3.2 of the Health Industry Status of Employment (State) Award 2021 as varied or replaced from time to time, the 10% loading shall only apply to hours worked in that assignment. While ever this loading is paid, the provisions of subclauses (p), (q) and (s) of this subclause shall not apply to the temporary assignment.

Employees Engaged as Part Time as at 10 February 1992

- (k) Where an employee:
1. has elected to receive the benefits set out in Part II of clause 5, Part-time Employees, in relation to an assignment, and
 2. after the date this clause was operative in this Award the employee commences in a second or further permanent part time assignment (as set out in Part I of clause 5, Part-time Employees) and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

Part II of clause 5, Part-time Employees shall cease to apply and the employee will be a Permanent Part-time Employee for the purposes of the Award.

- (l) Where an employee:
 - 1. has elected to receive the benefits set out in Part II of clause 5, Part-time Employees, in relation to an assignment, and
 - 2. their combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

Part II of clause 5, Part-time Employees shall not apply to any of their assignments.

Incremental Progression

- (m) Where an employee has multiple assignments in the same classification and pay rate, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment.
- (n) Where an employee has multiple assignments in the same classification, but different grades and/or pay rates, the employee's service in the higher grade will count for the purposes of incremental progression in the lower grade. However, service in the lower grade shall not count for the purposes of incremental progression in the higher grade.
- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with paragraph (ii)(b) of clause 12, Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under clause 27, Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (v) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
 - 1. the position/s currently held

2. the facility in which the existing position/s are worked
 3. the classification/s under which they are engaged in each position
 4. the number of ordinary hours worked in each position
 5. any regular additional hours or overtime that is worked in each position
 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (w) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
 2. the facility in which the proposed new assignment is to be worked
 3. the classification under which they would be engaged in the new assignment
 4. the number of ordinary hours to be worked in the proposed assignment
 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (x) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (y) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Organisations in the Public Health System

- (v) Multiple Assignments, that meet the criteria in subclause (i) of this clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are:
- (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.

- (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under clause 13, Long Service Leave.
- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 27, Maternity, Adoption and Parental Leave.
- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal Carer's Leave as provided in clause 25.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in clause 25A.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 8, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisation in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Organisation in the Public Health System.

Changes to the composition of Organisation in the Public Health System

- (vi) The employer and the Association agree to review this clause in the event that the boundaries of any Organisation in the Public Health System change.
- (vii) Where any change to the boundaries of any Organisation in the Public Health System causes an employee's multiple assignments to which subclause (iv) of this clause previously applied to then be subject to subclause (v) of this clause, subclause (iv) of this clause shall continue to apply (to the exclusion of subclause (v) of this clause) to those assignments until one of them is terminated.

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 their 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 2 - 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 2.

Part 3 - 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 2 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 2021, as varied or replaced from time to time, 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 their place of work. Provided further that where an employee elects to use their own mode of transport, they 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 their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have 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 their ordinary commencing time on their next ordinary day or shift; shall, subject to this subclause, be released after completion of such overtime until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of their employer, such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have 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 subclauses (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 2021 as varied or replaced from time to time.
- (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 Part B, 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 2021 or under any other Determination, as varied or replaced from time to time.
- (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 9.00 a.m. Saturday and finish on or before 9.00 a.m. Monday should not exceed 12 hours;
 - (b) which commence on or after 9.00 a.m. Monday and finish on or before 9.00 a.m. 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 2021 or under any other Determination, as varied or replaced from time to time.
- (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 they 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 their 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 2 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 their meal break such time shall count as part of their 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 their 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 2009, as varied or replaced from time to time.

- (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, they may be paid one half day's pay in addition to the weekly rate and have one day added to their 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 their 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 their 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 2, 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, they shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (a) of subclause (i) of Part 2, 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 2 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 2 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 2 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 their 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, they 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, they 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, they 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 7 of the NSW Health Policy Directive PD2022_006_010 Leave Matters for the NSW Health Service, as amended or replaced 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 2, 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 their 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 18 of the NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as amended or replaced 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 their 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 their 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 2, 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 fulltime 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 subclause (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 1 and Part 2 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, 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 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 their 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 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 subparagraph (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 subparagraph (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 their 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 2009, as varied or replaced from time to time.

(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 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 their 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 2009, as varied or replaced from time to time, 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.
- (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.

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 their 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 2021 as varied or replaced from time to time, 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 their first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. 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, they 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, as amended or replaced from time to time. 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 1987*, as amended from time to time.

(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 they 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 they are 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. They may resume duty at any time provided they produce a doctor's certificate as to their 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 paragraph (i)(b) 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).

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 paragraph (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 paragraph (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 *Workers Compensation Act 1987*, as amended from time to time.

(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*, as amended from time to time.

(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 paragraph (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 fulltime 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 fulltime 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 5, 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.

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 fulltime 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 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 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. 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 subclause (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.

33. 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 Policy Directive PD2018_044 Salary Packaging, as amended or replaced 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 Policy Directive PD2018_044 Salary Packaging, as amended or replaced from time to time.

34. 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 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 (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.

35. Reasonable Hours

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Award.

- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (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.

36. 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.

37. 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 (or its successor however described), 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 2023 by a party to this Award.

38. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The allowances in the last column in Table 1 of Part B - Monetary rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 published 27 August 2021 (390 I.G. 132) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein in the following so listed Awards, as varied or replaced from time to time, 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 2021

Health Employees Dental Officers (State) Award 2021

Health and Community Employees Psychologists (State) Award 2021

Health Employees Dental Officers (State) Award 2021

Health Employees Dental Prosthetists and Dental Technicians (State) Award 2021

Health Employees Oral Health Therapists (State) Award 2021

NSW Health Service Health Professionals (State) Award 2021, excluding diversional therapists and orthotists/prosthetists

Public Hospital Dental Assistants (State) Award 2021

Public Hospital Library Staff (State) Award 2021

Public Hospital Medical Record Librarians (State) Award 2021

Public Hospital Professional Engineers (Biomedical Engineers) (State) Award 2021

PART B

Table 1 - Rates and Allowances

Item No.	Clause No.	Allowance Description	Rate to apply prior to ffppoa 01/0722 \$	Rate from ffppoa 01/0722 \$
1	4(i)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc. (per week)	3.79	3.98
2	4(ii)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (per week)	7.60	7.99
3	10(ii)(a)	Breakfast Allowance (each)	31.95	31.95
4	10(ii)(b)	Luncheon Allowance (each)	31.95	31.95
5	10(ii)(c)	Evening Meal Allowance (each)	31.95	31.95
6	19(i)(C)	Uniform Allowance (Prof. Assoc. Staff) (each)	1.47	1.54
7	19(i)(d)	Laundering Allowance (Prof. Assoc. Staff) (each)	2.90	3.05
8	8a(iv)	On call - Physiotherapists, Occupational Therapists (per period)	9.65	9.89
8	8a(iv)	On call - Physiotherapists, Occupational Therapists (per week)	47.73	48.90

* NB: These allowances are varied in accordance with Treasury Circular C2021-03 Meal, Traveling and other Allowances for 2020-21, as varied or replaced from time to time.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 19262 of 2022)

Before Chief Commissioner Constant

13 July 2022

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Application
4.	Objective
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Grievance and Dispute Procedures
9.	No Extra Claims
10.	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 2022.

2. Definitions

"Ambulance Service" means the Ambulance Service of NSW as referred to in section 67A of the *Health Services Act 1997*, as amended or varied from time to time.

"Appropriate State Legislation" means the *Apprentice and Traineeship Act 2001* (NSW) or any successor legislation, as amended or varied from time to time.

"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 Training Services NSW. 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*, as amended or varied from time to time.

"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*, as amended or varied from time to time.

"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 Training Services NSW 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 Training Services NSW 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 Training Services NSW 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 any relevant Award or other industrial instrument.

5. 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 Training Services NSW 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 Training Services NSW, 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 Training Services NSW.

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 Training Services NSW and training records or workbooks 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 (e.g., literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australia Quality 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.

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 Australia Quality 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.

6. 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 Training Services NSW, 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 shift work in order to ensure that the training program is successfully completed.
 - (b) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of the relevant Award or other industrial instrument.
 - (c) No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shift work 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-shift work Trainees.
 - (d) The Trainee salary 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 Training Services NSW and the NSW Education Standards Authority 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 salary 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.

$$\frac{\text{Full-time salary rate (Trainee hours - Average weekly training time)}}{30.4}$$

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 salary 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 days 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 Salary Rate for a Part-Time Traineeship

Example of the calculation for the salary 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:

$$\$304.40 \times \frac{15 - 3.8}{30.4} = \$112.15 \text{ plus any applicable penalty rates under the relevant Award.}$$

The salary 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 2021; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2021; and/or Paramedics and Control Centre Officers (State) Award 2021 as varied or replaced from time to time.

7. Salaries

(a)

- (i) The weekly salary 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 salary rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (iii) The salary rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

(b) The weekly salary in this Award recognise the Fair Work Commission's Annual Wage Review Decisions and are paid in settlement of any claim for increases that arise should these National Wage Decisions be adopted for the purposes of this Award under the *Industrial Relations Act 1996*.

(c) 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 salary rate shall be made by the relevant Training Services NSW 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.

(d) 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.
- (e) 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.

8. 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 their 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) as amended from time to time.

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 (or its successor however described), 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 2023 by a party to this Award.

10. Area, Incidence and Duration

- (a) This Award shall apply to all classes of trainees in Appendix A - Industry/Skill Levels.
- (b) This Award shall rescind and replace the Public Hospital Training Wage (State) Award 2021 published 8 October 2021 (390 I.G. 749) and all variations thereof.
- (c) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.

PART B

MONETARY RATES

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.

Classification	Rate to apply prior to ffppoa 01/07/2022 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Trainee - Skill/Industry Level A		
Completed Year 10		
School Leaver (50%)	260.96	267.56
School Leaver (33%)	307.30	315.07
Plus 1 year out of school	369.46	378.81
Plus 2 years out of school	445.16	456.42
Plus 3 years out of school	517.42	530.51
Plus 4 years out of school	600.97	616.17
Plus 5 years or more	687.95	705.36
Completed Year 11		
School Leaver (33%)	328.81	337.13
School Leaver (25%)	369.46	378.81
Plus 1 year out of school	445.16	456.42
Plus 2 years out of school	517.42	530.51
Plus 3 years out of school	600.97	616.17
Plus 4 years out of school	687.95	705.36
Plus 5 years or more	687.95	705.36
Completed Year 12		
School Leaver (33%)	445.16	456.42
Plus 1 year out of school	517.42	530.51
Plus 2 years out of school	600.97	616.17
Plus 3 years out of school	687.95	705.36
Plus 4 years out of school	687.95	705.36
Plus 5 years or more	687.95	705.36

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated salary 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 2 - 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.

Classification	Rate to apply prior to ffppoa 01/07/2022 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Trainee - Skill/Industry Level B		
Completed Year 10		
School Leaver (50%)	260.96	267.56
School Leaver (33%)	307.30	315.07
Plus 1 year out of school	369.46	378.81
Plus 2 years out of school	429.24	440.10
Plus 3 years out of school	494.84	507.36
Plus 4 years out of school	581.84	596.56
Plus 5 years or more	662.06	678.81
Completed Year 11		
School Leaver (33%)	328.81	337.13
School Leaver (25%)	369.46	378.81
Plus 1 year out of school	429.24	440.10
Plus 2 years out of school	494.84	507.36
Plus 3 years out of school	581.84	596.56

Plus 4 years out of school	662.06	678.81
Plus 5 years or more	662.06	678.81
Completed Year 12		
School Leaver (33%)	429.24	440.10
Plus 1 year out of school	494.84	507.36
Plus 2 years out of school	581.84	596.56
Plus 3 years out of school	662.06	678.81
Plus 4 years out of school	662.06	678.81
Plus 5 years or more	662.06	678.81

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated salary 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 3 - School Based Trainees

Classification	Rate to apply prior to ffppoa 01/07/2022 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Trainee- School Based		
Year 11	335.50	343.99
Year 12	369.46	378.81

APPENDIX A

- (i) Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act 2001 (NSW)* as amended from time to time.
- (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 Patient Transport
 - Certificate III in Ambulance Communications (Call-Taking)
 - Certificate III in Dental Assisting
 - Certificate III in Health Services Assistance
 - Certificate III in Pathology Collection
 - Certificate III in Pathology Assistance
 - Certificate III in Dental Laboratory Assisting
 - Certificate III in Hospital/Health Services Pharmacy Support
 - 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

Certificate IV in Allied Health Assistance

Certificate IV in Ambulance Communications (Dispatch)

Certificate IV in Audiometry

Certificate IV in Dental Assisting

Certificate IV in Operating Theatre Technical Support

Certificate IV in Cardiac Technology

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

(iii) 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

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT FOR NEW SOUTH WALES AND SYDNEY METRO SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 194570 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner O'Sullivan

4 August 2022

AWARD

Arrangement

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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 and Sydney Metro 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* (NSW).

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* (NSW).

Employee means all persons employed as a member of the Transport Service in the TfNSW Group and the SM Group who are not designated as a Transport Service senior manager or as a Transport Service senior executive 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 s 68C (3) of the Act.

Extended Leave means long service leave as provided by clause 23.6.

FACSL means Family and Community Service Leave in accordance with clause 23.5

Family Member means:

- (a) a spouse of the Employee, which includes a de facto spouse;
- (b) a de facto spouse is a person 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 18.1.

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 that is declared as an additional holiday for a specified part of the State under the *Public Holidays Act 2010* (NSW).

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 14.8, 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.

Shift worker means an Employee who works rostered shifts.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

SM Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Act as being part of the Sydney Metro Group.

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 on 24 February 2014, previously under clause 32A of the Transport Administration (Staff) Regulation 2012 (NSW) and currently in operation under the Act 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* (NSW).

3. Title

This Award shall be known as the Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2022 (Award).

4. Area, Incidence and Duration

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

- 4.2 This Award comes into effect on 1 July 2022 and will remain in force up to 30 June 2023.
- 4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2019 published 24 September 2021 (390 I.G.408) and operates in place of clause 5 of the Transport Service of New South Wales Sydney Metro Agreement 2018 made under s.68(K)(2) of the Act.
- 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) Rail, Tram and Bus Union of New South Wales (RTBU);
 - (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
 - (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA, also known as Professionals Australia).
- 4.5 An agreement made under s.68K(2) of the Act shall override this Award to the extent of any inconsistency.
- 4.6 The parties will make best endeavours to commence discussions in relation to the next Award six months prior to the nominal expiry date of this Award.

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 TfNSW Director Employee Relations (or their Sydney Metro equivalent) 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 Director Employee 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 subclause 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, training, 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, the Employer 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 2.53% from first full pay period commencing on or after 1 July 2022.
 - (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 Department of Premier and Cabinet 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 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 8.3 Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a consultative committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.

- 8.4 Senior management and nominees of Professionals Australia will meet quarterly as a consultative committee - and at other times as agreed - to consult on:
- (a) Professional development and training;
 - (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected;
 - (c) Career progression, succession planning and mentoring; and
 - (d) Significant issues impacting on Professional Engineers covered by this award, such as workload and skills shortages.
 - (e) Women in engineering.
- 8.5 The Consultative Committee will also consider strategic workforce planning issues and implementation, including securing a workforce for the future, the role of labour hire in delivering that workforce (subject to subclause 14.2) and the capability requirements for that workforce. Relevant information will be provided to the Unions to facilitate such discussions, such as:
- (a) Divisional organisation structures;
 - (b) Active and budgeted positions by classification by Division, grade and location;
 - (c) Available breakdown figures for full time, part time, casual and temporary Employees, as well as numbers, usage and length of hire of labour hire, contractors and project workers.
- 8.6 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will notify and consult with Employees and their Employee representatives.
- (a) The Employer will provide relevant information, including but not limited to, that referred to in subclause 8.5, about:
 - (i) The proposed change;
 - (ii) Effects on the Employees; and
 - (iii) The rationale for the proposed changes based on business needs.
 - (iv) How the changes comply with clauses 14.2 (Preference for Direct Permanent Employment) and 15 (Contractors and Labour Hire) of the Award.
 - (b) The Employer will meet with the affected Employees and their Employee Representative and discuss in good faith the effects of the proposed changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees, and to give prompt consideration to matters raised by Employees and / or Employee Representative in relation to the proposed changes.
 - (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 genuinely consider and respond in writing to any feedback provided by Employees and their Employee Representatives before the final decision is made.
- 8.7 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting Employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected Employees in accordance with the above Guidelines and subclause 14.1.

- 8.8 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.
- 8.9 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 clause 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 2014 (NSW) are not prohibited by this clause.

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Employer and union parties to this Award in relation to any matter contained within the Award.
- 10.2 All local arrangements negotiated between the Employer and the union parties must:
- (a) be approved in writing by the Employer;
 - (b) be approved in writing by the union parties to this Award;
 - (c) include provisions for the duration, review, and termination of the agreement; and
 - (d) be contained in a formal document signed by all parties to this Award.
- 10.3 A local arrangement approved in accordance with this clause, will override this Award to the extent of any inconsistencies.

11. Work Environment

- 11.1 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* (Cth) and the *Work Health and Safety Regulation 2017* (NSW) 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.
- 11.2 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.

- 11.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 11.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful under the *Anti-Discrimination Act 1977* (NSW). The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.

12. Anti-Discrimination

- 12.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age, responsibilities as a carer; and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.
- 12.2 It follows that in fulfilling their obligations under clause 5, Dispute Settlement Procedure (DSP) 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.
- 12.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 12.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
 - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 12.5 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

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

13. Probationary Period

- 13.1 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.
- 13.2 The Employer may extend a 3 month probationary period once, up to a maximum of 6 months.

14. Forms of Employment

- 14.1 The Employer recognises the benefit of retaining relevant and valued knowledge, experience and transferable skills for the delivery of high quality value for money services for the NSW travelling public.
- 14.2 It is consistent with this recognition and purpose that the Employer will use direct permanent employment as the preferred and predominant staffing option.
- 14.3 Where a permanent Employee is appointed to a fixed (or limited) term project role/position, the Employee will retain permanent Employee status.
- 14.4 The Employer will work with the Employees and their Employee Representatives to develop and implement workforce planning solutions under clause 8 of this Award. In developing the workforce planning solutions, the following will be taken into consideration:
- (a) the preference under subclause 14.2 for permanent employment as the predominant staffing option;
 - (b) the benefit to the Employer of maximising the retention of relevant and valued knowledge, experience and transferable skills, including those of Temporary Employees;
 - (c) the need to attract, develop and maintain the engineering capability essential for the delivery of high quality value for money services for NSW;
 - (d) the benefits and impacts on Employees and the Employer of temporary and permanent employment; and
 - (e) other issues as deemed appropriate by the parties.
- 14.5 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No Employee will be engaged as a casual Employee.
- 14.6 Full-Time Employment
- (a) A Full-Time Employee is an Employee employed to work for 35 ordinary hours per week.
- 14.7 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 subclause 18.12, 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 1/12 in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47 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 20 of this Award, can elect to be paid as per subparagraph 14.7(e)(i) of this clause 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 28 without the need to be working under flexible hours in subclause 28.3.

14.8 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 clause 14.2, an engagement of a Temporary Employee may be on either a full-time or part-time basis and in the following circumstances:
 - (i) a fixed period of not more than 24 months in the one role (subject to ii to iv following); or
 - (ii) for a specified project; or
 - (iii) for an entry level program, including for trainees, graduates, scholars, cadets or VET cadets; or
 - (iv) to backfill a role temporarily vacated by a permanent Employee, including for parental leave, secondments or career breaks.
- (d) A Temporary Employee engaged under subparagraph 14.8(c)(i) will be made permanent after 24 continuous months in the one role. This provision came into effect on 24 July 2019.
- (e) Where a Temporary Employee has been engaged under subparagraph 14.8(c)(iv) and the role is subsequently permanently vacated, paragraph 14.8(d) shall apply.
- (f) The employer will not seek to terminate a temporary engagement to avoid the provisions of paragraph 14.8(d).

- 14.9 The Employer may offer permanent employment to a Temporary Employee after 12 continuous months' employment in a role (the Original Role), subject to the following criteria:
- (a) the Employee was initially employed in the Original Role following an advertised merit process;
 - (b) the permanent appointment is to be to a role that is of equivalent grade (unless the Employee agrees to a lower grade) and equivalent capabilities to the Original Role;
 - (c) the Employee has demonstrated satisfactory performance in the Original Role under the Employer's performance management system and has demonstrated satisfactory conduct.
 - (d) the Employee has the relevant capabilities, skills, qualifications and experience to enable the Employee to perform the duties of the role.

15. Contractors and Labour Hire

- 15.1 Consistent with subclause 14.2 the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- 15.2 Whilst the Employer may be required to utilise contractors or labour hire for a variety of reasons, the Employer will not use such labour to undermine the terms and conditions of Employees under this Award.
- 15.3 In considering whether to engage contingent labour, the Employer will consider whether:
- (a) there are any existing Employees who are suitable and available to carry out the work;
 - (b) there is an urgent or pressing need to meet business requirements; or
 - (c) there are specialist skill and/or capability requirements cannot be met from within the agency.
- 15.4 On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not applying the relevant industrial instrument rates of pay or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will immediately engage with the contractor, sub-contractor or labour hire company to take the necessary action to address the situation. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will take appropriate action which may include termination of the contract

16. Termination of Employment

- 16.1 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.
- 16.2 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

- 16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.

- 16.4 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.
- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 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.
- 16.7 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.
- 16.8 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.

17. Abandonment of Employment

- 17.1 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.
- 17.2 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.

18. Hours of Work

- 18.1 The ordinary hours of work shall be 35 hours per week.
- 18.2 Except as provided for in subclause 18.12, clause 21 and Part B, of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 18.3 No Employee shall be required to work more than 5 consecutive hours without a meal break.
- 18.4 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 clause 18.7(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.
- 18.5 The ordinary hours may be standard pursuant to paragraph 18.7(a) or flexible pursuant to clause 20 and may be worked on a full time or part time basis.
- 18.6 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.
- 18.7 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 20).

Employees working according to (a) above are excluded from working under the flexible working hours scheme.

- 18.8 Employees working in accordance with paragraph 18.7(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.
- 18.9 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.
- 18.10 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.
- 18.11 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 20).
- 18.12 Additional Conditions for Sydney Metro Community Information Centre Staff
- (a) Employees working in the Sydney Metro 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 50 per cent loading paid under paragraph 18.12(a) may be taken as Time Off In Lieu (TOIL) by agreement between the Employee and Employer.
 - (c) The ordinary hours of duty shall be worked over a 2 week roster cycle.
 - (d) Employees shall not be required to work more than five consecutive days during the roster cycle.
 - (e) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

19. Breastfeeding

- 19.1 A breastfeeding break is provided to lactating Employees for the purposes of 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 in this Award.
- 19.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid breastfeeding breaks of up to 30 minutes each per day.
- 19.3 A part time Employee working 4 hours or less per day is entitled to only one paid breastfeeding break of up to 30 minutes on any day so worked.
- 19.4 A flexible approach to the timing and general management of breastfeeding breaks must be taken by the Employee and the Employer provided the total breastfeeding break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Employer needs to balance the operational requirements of the organisation with the breastfeeding needs of the Employee.

- 19.5 The Employer will 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, will be provided where practicable.
- 19.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the Employer and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's breastfeeding needs.
- 19.7 The Employer and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- (a) whether the Employee is required to work at a site that is not operated or controlled by the Employer;
 - (b) whether the Employee is regularly required to travel in the course of performing their duties;
 - (c) whether the Employee performs field-based work where access to the facilities in clause 19.5 are not available or cannot reasonably be made available; and
 - (d) the effect that the arrangements will have on the Employee's breastfeeding needs.
- 19.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:
- (a) shall be granted during paid time;
 - (b) is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 24.12), and
 - (c) must be at a time that is mutually convenient to both the Employee and the Employer.
- 19.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with subclause 23.3 (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause 18 (Hours of Work) of this Award, where applicable.

20. Flexible Working Hours

- 20.1 Flexible working hours is defined as where an Employee is able to:
- (a) vary their start and finish times within the bandwidth;
 - (b) accrue 1 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.
- 20.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:
- (a) A flexible working hours scheme in terms of this clause 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 paragraphs 20.2(k), 20.2(n) and 20.2(o) of this subclause, all

other provisions under this clause 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 30 minutes and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2 hours and 30 minutes.
- (i) Settlement period - The settlement period shall be 4 weeks, and for time recording purposes, the settlement period and flex leave 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 paragraphs 20.2(m) and 20.2(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 flex leave.
- (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) Flex leave - Subject to operational requirements:
 - (i) An Employee may use credit hours to take off 1 full day or 2 half days in a settlement period of 4 weeks.
 - (ii) Flex leave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.

- (iii) Flex leave may be taken on consecutive working days.
- (iv) Absences on flex leave 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 20.2(o) of this clause due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to 4 untaken flex days at any one time. Subject to approval, the Employee can take up to 4 banked days plus the current settlement period's flex day, to take a maximum of 5 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.

21. Shift Work

21.1 Introduction of Shift Work

- (a) The Employer may require new positions to be developed and undertaken as designated, regular, rostered ongoing Shift Work positions.
- (b) When the Employer intends to develop and advertise designated, regular, rostered, ongoing Shift Work positions, the Employer will consult with the Unions in accordance with clause 8 to discuss the needs of the business and how Shift Work will assist with that delivery.
- (c) It is agreed the development and addition of Shift Work positions will not result in the involuntary conversion or redundancy of existing roles.
- (d) Where there is a need to utilise a position for shift work other than as prescribed in this clause, the Parties may enter into a Local Arrangement in accordance with clause 10.
- (e) The provisions of this clause do not apply to Employees covered by Part B of this Award.
- (f) At the commencement of this Award, this provision only applies to Group IT Command Centre and the Cargo Movement Coordination Centre, subject to any variations agreed under paragraph 21.1(d)
- (g) This clause operates in place of clause 3.2 of the Transport Service of NSW (Port Botany Landside Improvement Scheme) Agreement 2014.

21.2 The hours of work provisions in clause 18 of this Award operate alongside the specific provisions of this clause and, in the case of inconsistency, the specific provisions of this clause will prevail.

21.3 Definitions

- (a) "Shift work" is work for which ordinary hours includes hours rostered outside the span of ordinary hours as set out in subclause 18.2; and
- (b) "Rostered Shift worker" is an Employee who is required to work their ordinary hours on a permanent shift work roster.

21.4 Shift Definitions

- (a) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (b) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12.00 pm.
- (c) 'Afternoon shift' shall mean those shifts commencing at or after 12.00 pm and before 4.00pm.
- (d) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

21.5 Annualised Allowance

- (a) Following discussions, where the Employer and relevant Employee/s agree in writing, an annualised allowance is payable in lieu of the following elements of the predicted roster for the prospective year:
 - (i) Hours of work
 - (ii) Shift penalties
 - (iii) Shift roster changes
 - (iv) Overtime payments
- (b) The terms of the agreement will be set out in writing and include the amount of the allowance, and the basis for its calculation, and the period it will operate for.
- (c) The allowance will not result in the Employee being worse off overall than the Employee would otherwise be under the terms and conditions of the Award.
- (d) If the Employee's roster or pattern of hours of work changes during the period to which the allowance applies, the level of loading may be reviewed in consultation with the Employee - taking into account the payments arising under subclause 21.4 and the rate changed by the Employer to reflect the new circumstances.
- (e) The annualised allowance may be terminated by either the Employer or the Employee, following consultation, by giving at least 4 weeks' notice in advance of the next roster cycle, provided that a minimum total of 8 weeks' notice is given.

21.6 Hours of Work

- (a) Ordinary hours of work will be 35 per week, rostered over cycles of up to 8 weeks.
- (b) No Employees will be rostered to work shifts lengths less than 7 hours, 22 minutes (excluding unpaid meal breaks) or greater than 12 hours 10 minutes (including meal breaks).
- (c) Shift lengths will be consistent over the course of a roster.
- (d) Employees will not be required to work more than 4 consecutive 12 hour shifts (including meal breaks) in any 7 day period.
- (e) There will be a minimum of 9 rostered days off in every 4 week period arranged so that a minimum of 4 sets of 2 consecutive roster free days are granted.
- (f) Employees will be rostered off for a minimum of one weekend in every 4 weeks; or 3 weekends off in every 8 week cycle.

21.7 Rest Breaks

- (a) Where an Employee works overtime after their rostered shift, they are entitled to a rest break of at least 10 hours (12 hours for Rail Safety Workers).
- (b) Where an Employee is directed to resume work without having a rest break provided for in paragraph 21.7(a), 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 paragraph 21.7(a).
- (c) Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 21.9.

- (d) If moving from an am to a pm shift or vice versa there will be a minimum rostered break of 24 hours.

21.8 Breaks

- (a) Employees shall not be directed to work more than 5 hours from the commencement of a shift without having a minimum 30 minute unpaid meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.
- (b) If Employees are directed to work more than 5 hours without a break they will be paid at double the ordinary rate of pay until a break is taken.

21.9 Payment for Shift Work

- (a) Day shift is paid at the ordinary rate of pay.
- (b) Early morning shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (c) Afternoon shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (d) Night shift (on Monday to Friday) is at the ordinary rate of pay plus 15 per cent.
- (e) All ordinary time worked on a Saturday is at the rate of time and one half of the ordinary rate of pay.
- (f) All ordinary time worked on a Sunday is at the rate of double the ordinary rate of pay.
- (g) All ordinary time worked on a Public Holiday is at the rate of double and one half of the ordinary rate of pay. The Employee may elect, prior to working the public holiday, to be paid at the rate of time and one half of the ordinary rate of pay and a day off in lieu to be taken at a date mutually agreed between the employer and the Employee within 12 months following the Public Holiday. The day off in lieu will be cashed out if not taken within 12 months of it being accrued.

21.10 Leave Loading and Additional Annual Leave

- (a) Full time Employees will be credited with 5 days' annual leave per annum in addition to the annual leave specified at 23.1(b) of the Award. This leave will accrue at the rate of 5/12 of a day for each complete month that an Employee works.
- (b) 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of 5 weeks' ordinary salary.
- (c) 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.

21.11 Rosters

- (a) Rosters will be developed in accordance with the core rostering principles set out at subclause 21.12 below and will be subject to local level consultation prior to implementation.
- (b) There will a minimum of 11 hours (12 hours for Rail Safety Workers) between rostered shifts.
- (c) Rules for roster development will be developed at the local level with Employees and their representatives and should include provisions for the planning of leave, notification of availability and shift swaps.

- (d) The Employer will consult with affected Employees on the development of, and changes to, the roster.
- (e) Employees will be provided with a minimum of 3 months' notice (inclusive of the period of the roster cycle under development) of their shift arrangements. The parties acknowledge that a longer notice of 6 months is desirable.
- (f) Employees may mutually agree to exchange shifts subject to approval by management.
- (g) Where notice is given of a change in shift with less than 7 days' notice (but at least 48 hours' notice) any shift so worked will be paid at the rate of the previous shift where it would have attracted a higher shift penalty.
- (h) Where less than 48 hours' notice is given of a change in shift, the shift will be paid at overtime rates.

21.12 Rostering Principles

- (a) All rosters shall be developed and implemented in accordance with the following principles:
 - (i) the health and safety of Employees;
 - (ii) fatigue management obligations;
 - (iii) operational and business requirements;
 - (iv) duty of care obligations;
 - (v) a fair and equitable distribution of the rostered work between Employees of like classification;
 - (vi) local level consultation with affected Employees;
 - (vii) patterns of working which assist all Employees with work/ life balance considerations; and
 - (viii) appropriate periods of notice of rosters and changes to shifts.

21.13 Overtime

- (a) Overtime is all time worked in excess of the rostered shift length or the maximum ordinary hours of the roster cycle.
- (b) Payment of overtime will be made at the following rates:
 - (i) Any overtime worked between midnight Sunday and midnight Saturday, will be paid at the rate of time and one half for the first 2 hours and double time thereafter. Each period of overtime shall stand alone.
 - (ii) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
 - (iii) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
 - (iv) Overtime is calculated on the Employee's base salary.
 - (v) Overtime may be granted as Time in Lieu in accordance with subclause 26.9 of the Award.

- (vi) Payment for any period of overtime will not be made more than once.

21.14 Minimum payments

- (a) Any Employee who attends for ordinary hours duty in accordance with instructions but is not required, whether the Employee has commenced the shift or not, shall be paid the rostered shift and relevant penalties unless at least 7 days' notice was given to the Employee personally that they were not required for duty.
- (b) If an Employee is recalled to duty, subclause 28.4 of the Award, except for paragraph 28.4(g), applies.

22. Flexible Working Practice

22.1 The Employer recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins Employee's performance and productivity and is a key contributor to the achievement of the Employers' corporate objectives. It also contributes to the attraction and retention of people with valuable skills and assists the participation of diverse groups in the workforce.

22.2 Flexible work arrangements may be agreed between the Employer and the Employee.

22.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.

22.4 In addition to leave and flex-time/time in lieu (TIL) initiatives, examples of workplace flexibility initiatives that can be considered include:

- (a) Remote working (including working from home)
- (b) Changing from full-time to part-time employment on a temporary or permanent basis
- (c) Job-sharing
- (d) Phased retirement arrangements in accordance with published procedures
- (e) Varying hours of work including bandwidth and when work is performed
- (f) Other negotiated flexible working requests

22.5 The Employer supports a number of workplace flexibility initiatives and will grant an Employee's request for flexible working options subject to the arrangements maintaining business efficiency and productivity. Where it is not possible to accommodate such a request:

- (a) the Employer is to provide the Employee within a reasonable time:
 - (i) the reason(s) the request cannot be granted;
 - (ii) any alternative arrangements the Employer can provide the Employee; and
 - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected.
 - (iv) Should no alternative arrangements be provided, the Employee may apply to the delegated officer in accordance with relevant policies, procedures and guidelines, for review and a written response will be provided to the Employee.
 - (v) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5, Dispute Settlement Procedure.

22.6 Consideration and approval of flexible working initiatives is in accordance with relevant Policies, Procedures and Guidelines.

22.7 Right to disconnect

- (a) The Employer and their Employees will respect Employee's time outside of normal hours of work, including periods of absence on approved leave. The Employer will not rely upon a failure to respond to communications outside of normal hours of work for disciplinary or performance management purposes.
- (b) Normal hours of work is hours:
 - (i) outside of an Employee's set standard hours in accordance with subclause 18.5
 - (ii) outside agreed flexible start and finish times for Employees working flexible hours, or
 - (iii) outside a shift worker's rostered shifts.
- (c) However, the following are considered part of an Employee's normal hours of work for the purposes of this clause and where it occurs under a relevant clause of this Award including
 - (i) during overtime;
 - (ii) during on call; or
 - (iii) notifying changes to rosters.

23. Leave Provisions

23.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944* (NSW).
- (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 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 2 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.
 - (iv) Clause 23.1(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.
- (e) 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* (NSW) and *Workers Compensation Act 1987* (NSW); or
 - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (f) 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* (NSW) before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (g) Employees entitled to accrue 5 days additional annual leave per annum can cash out the monetary value of the additional 5 days leave once in any 12 month period.

23.2 Annual Leave loading

- (a) 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.
- (b) The annual leave loading shall be paid to Employees subject to the following conditions:
- (i) 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 2 consecutive weeks, of which at least 1 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 4 weeks.
 - (ii) 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.
 - (iii) 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.

23.3 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 2 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 1 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
- (h) Pending determination of a claim under the *Workers Compensation Act 1987* (NSW), 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.
- (i) 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.
- (j) 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* (NSW) 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's sick leave balance.

23.4 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a person identified in clause 23.4(c) 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 23.4(c).
- (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 clause where another person has taken leave to care for the same person.

23.5 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) 2 and a half days in the first 12 months of service; or
 - (ii) 5 days in any period of 2 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 the Employee.

23.6 Extended Leave

- (a) General

Extended leave for Employees will accrue and be granted in accordance with section 68Q(2) of the Act, together with Schedule 1 of the Government Sector Employment Regulation 2014.(NSW).
- (b) Extended Leave Entitlements
- (c) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.

- (d) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (e) 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 (NSW), are entitled to access the extended leave accrual indicated in subparagraph 23.6(c)(i) on a pro rata basis of 4.4 working days per completed year of service.
- (f) 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.

23.7 Out of Home Care Leave

- (a) Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- (b) Eligibility for a period of out of home care leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- (c) Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- (d) Out of Home Care leave commences at the date of placement of the child.
- (e) Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis as outlined in subclause 24.13.

23.8 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 paragraph 23.8(a).
- (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.

23.9 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.

23.10 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.

23.11 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.

23.12 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.

23.13 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* (NSW) 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* (NSW) 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) An Employee 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) An Employee who is subpoenaed or called as a witness in relation to matters relating to their exposure of Domestic and Family Violence are eligible to use available leave in accordance with subclause 25.4.
- (e) 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.
- (f) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (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 Employee 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.

24. Parental Leave

24.1 Definitions

For the purpose of this clause:

- (a) "Partner" includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.
- (b) "Primary Responsibility" means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.
- (c) "Miscarriage" means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- (d) "Pre-term birth" means the birth of a live child prior to 36 weeks gestation.

- (e) "Full-term birth" means the birth of a live child at 37 weeks onwards.

24.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

24.3 Paid Parental Leave

- (a) An Employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the Employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant Employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (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 parental leave or sick leave and negotiates their date of return to work with the Employer.

24.4 Paid Other Parent Leave

An Employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the Employee's Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the Employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum.

24.5 Simultaneous Unpaid 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 altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

24.6 Special Pre-Term Parental Leave

- (a) Where an Employee or the Partner of an Employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.

- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

24.7 Miscarriage Leave

- (a) Where an Employee or the Partner of an Employee miscarries, an Employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

24.8 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, extended leave, flex leave or family and community service leave

24.9 Subsequent Parental Leave - rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of parental 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.

24.10 Alternate Duties

- (a) 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, remote working and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence parental Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

24.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
- (b) 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
- (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave.

- (d) Employees must 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.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

24.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause 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) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
- (c) The Employer shall consider all requests made under this clause 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 Employees, loss of efficiency and the impact on customer service.

24.13 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave 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 for which they are qualified subject to availability.

24.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

25. Domestic and Family Violence

25.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

25.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling,

and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.

- (b) Domestic and family violence behaviours can include, but are not limited to:
- (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

25.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- (i) subject to subparagraph 25.3(a)(ii) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in subclause 25.5 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in subclause 25.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;

- (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- (i) support Employees to access evidence-based behaviour change supports
 - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

25.4 Leave

- (a) An Employee experiencing domestic or family violence will have access to 10 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery. Temporary and part time employees are entitled to leave under this clause on a pro rata basis.
- (b) This leave will assist Employees to:
- (i) attending medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organising alternative care or education arrangements for their children,
 - (iii) attending court and other legal proceedings relating to their experience of domestic and family violence
 - (iv) allow time for the employee to seek alternate or safe accommodation, and
 - (v) other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (c) This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (d) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (e) When assessing leave applications, the Employer needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require evidence.

25.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
- (i) changes to their span or pattern of hours and/or shift patterns;
 - (ii) job redesign or changes to duties;

- (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with paragraph 25.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

25.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
- (i) adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - (ii) not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. special leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 25.5 or otherwise).
- (c) Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under subclauses 25.4, 25.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employer recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
- (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in paragraph 25.6(d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made and support the employee to take practical steps to minimise an associated safety risks.

26. Public Holidays

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.

26.6 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.

26.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

27. Transfer Allowances

27.1 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.

27.2 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 3 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.

27.3 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 3 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.

27.4 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.

27.5 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.

27.6 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 7 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 6 weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

27.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of 5 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.

27.8 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 6 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.

28. Overtime

28.1 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.
 - (vi) Payment for overtime shall be made only where the Employee works directed overtime.
- (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

28.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of clause 28.3 (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:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No. of ordinary hours or work per week}}$$

- (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.

28.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in subclause 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 2 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 2 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.

28.4 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.

28.5 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 subclause 28.3 (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.

28.6 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 5 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.

28.7 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.

28.8 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.

28.9 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 paragraph 28.3(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.

28.10 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 20, 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 paragraph 28.10(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 28.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

29. Travelling Expenses

29.1 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 subclause 29.2.

29.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Department of Premier and Cabinet Circulars, 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.

29.3 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.

29.4 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 Department of Premier and Cabinet 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 29.4(a).

29.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under subclause 29.4 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.

29.6 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:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No. of ordinary hours or work per week}}$$

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.

29.7 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.

29.8 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.

30. Remote Locations Living Allowance

30.1 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 30.2; 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 30.2.

30.2 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 30.2(b) and 30.2(c);
- (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, Barrington, 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, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 30.3 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.
- 30.4 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 18 years or under;
- (c) each child of the Employee aged more than 18 years but less than 26 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.
- 30.5 Where Employees are in receipt of the remote location living allowance provided for in clause 30.1 and work temporarily outside the areas listed in subclause 30.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- 30.6 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 144 meridian of longitude or such other area to the west of the 145 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 30.4.
- (b) Allowances under this clause do not apply to Employees who have less than 3 years' service and who, at the date of engagement, were resident in the defined area.
- 30.7 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.

31. Higher Grade and Development

- 31.1 The employer is committed to enabling and contributing to the professional development of employees.
- 31.2 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for 5 or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.
- 31.3 Where in any one period of higher duties of 5 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.

32. Salary Packaging

- 32.1 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.68K(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.

33. Work Health and Safety

33.1 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.
- (b) "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.

33.2 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.

33.3 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 (Cth)* or the *Workplace Injury Management and Workers Compensation Act 1998.(NSW)*

33.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001 (Cth)* (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 SHIFT WORKERS IN THE TRANSPORT MANAGEMENT CENTRE

34. TOC and TIOs

34.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

34.2 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. Other than Employees on probation, 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 subclause 34.4.
 - (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 subclause 34.4
- (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 5 hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be 7 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 subclause 34.4
- (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.

34.3 Shift work

- (a) For the purposes of this 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 12.5 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.
- (e) Transport Operations Controllers will be consulted with a view to developing and implementing fatigue principles and systems.

34.4 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 2 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 3 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:

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.

34.5 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.

35. TMC Shift Workers Other Than TOCs and TIOs and Transport Commanders

35.1 This clause applies to TMC Shift workers 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.

35.2 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.

35.3 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 5 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 35.4.

35.4 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 12.5 per cent.

35.5 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 2 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 2 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 2 consecutive weeks until the shifts are rotated.

35.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to clause 35.6(e), 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 2 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 4 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 8 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 35.6(a).
- (h) Unless the Employee concerned has been notified at least 24 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.

36. Transport Commanders

36.1 This clause applies to TMC Transport Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

36.2 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.

36.3 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 5 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 subclause 36.4.

36.4 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 12.5 per cent.

36.5 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 2 weeks on afternoon shift in any period of 3 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 2 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 2 consecutive weeks until the shifts are rotated.

36.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph 36.6(e), 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 2 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 3 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 8 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 8 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 24 hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

37. TMC CHD Taskforce and Replacement Bus Transport Services, Transport Liaison Managers, Emergency Bussing Managers and Digital Media Support Officers

37.1 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.

37.2 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, excluding unpaid meal breaks:

A. 11 hours, 40 minutes; or

B. 8 hours, 45 minutes; or

C. 7 hours, 22 minutes

(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 4 week cycle;

B. 5 days in any 7 day period;

C. three consecutive 12 hour, 10 minute shifts in any 7 day period.

(c) 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.

(d) 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 subparagraph 37.2(d)(i) they will be paid at the relevant rate set out in subparagraph 37.2(d)(iii).

- (iii) Where Employees have not observed a rest break provided for in clause 37.2(d)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 subparagraph 37.2(d)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 37.3.
- (e) 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 subclause 37.4.
- (f) 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.

37.3 Shift Work

- (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 12.5 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 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
 - (e) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (f) Rosters shall be made available at least 30 calendar days in advance.
 - (g) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
 - (h) The Employer will consult with affected Employee(s) regarding a changed to a rostered shift.
 - (i) 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.

37.4 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 2 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 3 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:

$$\frac{\text{Annual Salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No. of ordinary hours or work per week}}$$

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.

37.5 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.

38. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers

38.1 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.

38.2 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 4.00 pm.

38.3 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 4 week cycle;
 - (ii) 5 days in any 7 day period;
 - (iii) three consecutive 12 hour, 10 minute shifts in any 7 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 5 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.

38.4 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 38.4(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 38.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 38.5.

38.5 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 12.5 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.

38.6 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 2 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 2 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 2 consecutive weeks until the shifts are rotated.

38.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to clause 38.7(e), all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a 4 week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first 2 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 3 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 8 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 8 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 clause.
- (h) Unless the Employee concerned has been notified at least 24 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.

38.8 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 1**

Classification	Level	Current Rates	2.53% effective first full pay period on or after 1 July 2022 \$
Transport Service Grade	Level 1A	55,389	56,790
	Level 1B	56,773	58,209
	Level 1C	58,159	59,630
	Level 1D	59,543	61,049
	Level 1E	60,928	62,469
Transport Service Grade 2	Level 2A	61,252	62,802
	Level 2B	62,784	64,372
	Level 2C	64,317	65,944
	Level 2D	65,848	67,514
	Level 2E	67,381	69,086
Transport Service Grade 3	Level 3A	67,771	69,486
	Level 3B	69,465	71,222
	Level 3C	71,158	72,958
	Level 3D	72,851	74,694
	Level 3E	74,546	76,432
Transport Service Grade 4	Level 4A	75,461	77,370
	Level 4B	77,348	79,305
	Level 4C	79,233	81,238
	Level 4D	81,121	83,173
	Level 4E	83,005	85,105
Transport Service Grade 5	Level 5A	85,103	87,256
	Level 5B	87,231	89,438
	Level 5C	89,358	91,619
	Level 5D	91,487	93,802
	Level 5E	93,616	95,984
Transport Service Grade 6	Level 6A	94,879	97,279
	Level 6B	97,251	99,711
	Level 6C	99,623	102,143
	Level 6D	101,994	104,574
	Level 6E	104,367	107,007
Transport Service Grade 7	Level 7A	106,086	108,770
	Level 7B	109,267	112,031
	Level 7C	112,450	115,295
	Level 7D	115,634	118,560
	Level 7E	118,816	121,822
Transport Service Grade 8	Level 8A	120,423	123,470
	Level 8B	124,035	127,173
	Level 8C	127,648	130,877
	Level 8D	131,259	134,580
	Level 8E	134,872	138,284
Transport Service Grade 9	Level 9A	138,670	142,178
	Level 9B	142,828	146,442
	Level 9C	146,988	150,707
	Level 9D	151,148	154,972
	Level 9E	155,309	159,238

PART 2

Classification	Level	Current Rates	2.53% effective first full pay period on or after 1 July 2022 \$
Professional Engineer Grade A	Level 1	94,879	97,279
	Level 2	99,623	102,143
	Level 3	101,994	104,574
	Level 4	106,086	108,770
	Level 5	109,267	112,031
	Level 6	112,450	115,295
Professional Engineer Grade B	Level 1	115,634	118,560
	Level 2	120,423	123,470
	Level 3	125,595	128,773
	Level 4	130,825	134,135
	Level 5	134,872	138,284
Professional Engineer Grade C	Level 1	138,670	142,178
	Level 2	144,213	147,862
	Level 3	149,758	153,547
	Level 4	155,309	159,238

SCHEDULE B**ALLOWANCES AND EXPENSES**

Allowances and Expenses	Subject	Current Rates	Amount effective first full pay period on or after 1 July 2022 \$
Item 1*	On Call (Rostered Day)	\$42.00	\$43.10
Item 2*	On Call (Non Rostered Day)	\$63.50	\$65.10
Item 3#	Overtime Meal	\$31.95	#
Item 4#	Breakfast Meal (no overnight stay)	\$28.70	#
Item 5#	Lunch Meal (no overnight stay)	\$31.95	#
Item 6#	Dinner Meal (no overnight stay)	\$55.05	#
Item 7#	Overnight Stay Away from Headquarters Allowance	Varies depending on location - see relevant NSW Department of Premier and Cabinet Circular	
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$20.40	#
Item 9#	Private use of Motor Vehicle - up to 1600 cc	72 cents per km	#
Item 10#	Private use of Motor Vehicle -between 1601cc and 2600cc	72 cents per km	#
Item 11#	Private use of Motor Vehicle - over 2600 cc	72 cents per km	#
Item 12*	Holders of St John's Ambulance	\$977.80	\$1,002.50
Item 13*	Holders 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	\$1,468.60	\$1,505.80
Item 14#	Remote Location (with dependants)		#
	Grade A	\$2,156 pa	
	Grade B	\$2,860 pa	
	Grade C	\$3,819 pa	
	Remote Location (without dependants)		#
	Grade A	\$1,505 pa	
	Grade B	\$2005 pa	

	Grade C	\$2,675 pa	
Item 15#	Remote Location Annual Leave Travel by Private Vehicle	Appropriate casual rate up to maximum of 2850 kms less \$53.15	#
	Other Transport (with dependants)	Actual Reasonable expenses in excess of \$53.15 and up to \$356.05	#
	Other Transport (without dependants)	Actual Reasonable expenses in excess of \$52.10 and up to \$175.85	#
	Rail Travel	Actual rail fare less \$53.15	#

SCHEDULE C -TRANSITIONAL ARRANGEMENTS

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 Employees who are covered under the TfNSW classification structure.

**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	4	59,348	Z
	63,500		60,832	Z
	65,723		62,315	Z
	68,025		63,799	Z
			65,282	
5	70,494	6	74,620	X
	72,868		74,620	Y
	75,572		76,486	Y
	78,061		78,351	X
			80,217	
			82,082	

6	80,793	7	83,435	Y
	83,622		85,938	Y
	86,545		88,441	Y
	89,574		90,944	X
			93,447	
7	92,710	8	94,710	Y
	95,956		97,551	Y
	99,314		100,393	Y
	102,787		103,234	X
			106,075	
8	106,387	9	109,060	Z
	110,111		112,332	Z
			115,604	-
	116,997		118,875	Z
	122,148		122,148	-

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	1	43,563	X
	36,557		43,563	X
	41,794		43,563	X
			44,652	
			45,741	
			46,830	
			47,919	
2	44,078	2	48,175	X
	46,079		48,175	X
	47,793		48,175	X
			49,379	
			50,584	
			51,788	
			52,993	
3	50,747	3	53,300	X
	53,125		53,300	Y
			54,633	
	55,600		55,965	X
			57,298	
			58,630	
4	57,296	4	59,348	Y
	59,542		60,832	Y
	61,885		62,315	X
			63,799	
			65,282	
5	64,012			Z
	66,082			Z
	67,272			Z
6		5	66,933	
			68,606	
	68,748		70,279	Y
	70,835		71,953	Y
	73,153		73,626	X

7		6	74,620	
	74,745		76,486	Y
	77,383		78,351	Y
	78,885		80,217	X
			82,082	
8	82,121	7	83,435	Y
	85,456		85,938	Y
	88,124		88,441	X
			90,944	
			93,447	
9	92,178	8	94,710	Y
	94,826		97,551	Y
	99,093		100,393	X
			103,234	
			106,075	
10	101,594	9	109,060	X
	105,602		109,060	Y
	111,025		112,332	X
11	114,457		115,604	Y
			118,875	Y
	119,439		122,148	Y
	122,128		122,148	-

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
			106,075	
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593 105,600 111,024	C	109,060	X
			109,060	Y
			113,421	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456 119,439 122,125		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	
			49,349	Y
	50,342		50,484	X
	51,012		51,788	
3	51,867		52,993	Z
	53,078		52,993	Z
	53,906		52,993	-
4		3	53,300	
	54,929		54,633	
	56,291		55,965	X
	57,756		57,298	Y
			58,630	-
5	58,941	4	59,348	X
	61,155		60,832	
	62,969		62,315	Y
			63,799	
			65,282	
6	64,165	5	66,933	X
	65,876		66,933	X
	68,276		68,606	X
			70,279	
			71,953	
			73,626	
			74,620	
Special	69,463	6	74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
			80,217	
			82,082	
SO A	77,683	7	83,435	X
	80,308		83,435	X
	83,119		83,435	Y
	86,262		85,938	
	89,910		88,441	Y
			90,944	X
			93,447	
SO B	89,090	8	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	47,043	1
	Level 2	44,806	46,374	47,998	
	Level 3	45,772	47,373	49,032	
	Level 4	46,635	48,267	49,957	
	Level 5	47,472	49,133	50,854	
2	Level 1	50,834	52,613	54,456	3
	Level 2	52,530	54,368	56,272	
	Level 3	54,016	55,906	57,864	
	Level 4	55,749	57,700	59,721	
	Level 5	58,199	60,235	62,344	
3	Level 1	60,504	62,621	64,814	4
	Level 2	62,336	64,517	66,776	
	Level 3	63,657	65,884	68,191	
	Level 4	65,400	67,688	70,058	
	Level 5	66,967	69,310	71,737	
4	Level 1	68,909	71,320	73,817	6
	Level 2	71,081	73,568	76,144	
	Level 3	73,390	75,958	78,618	
	Level 4	76,402	79,076	81,845	
	Level 5	79,470	82,251	85,131	
5	Level 1	83,140	86,049	89,062	7
	Level 2	86,786	89,823	92,968	
	Level 3	89,688	92,827	96,077	
	Level 4	92,696	95,940	99,299	
	Level 5	95,899	99,255	102,730	
6	Level 1	99,436	102,916	106,519	8
	Level 2	101,804	105,367	109,056	
	Level 3	104,621	108,282	112,073	
	Level 4	107,437	111,197	115,098	
	Level 5	110,258	114,116	118,111	
7	Level 1	111,906	115,822	119,877	9
	Level 2	114,678	118,691	122,846	
	Level 3	117,465	121,576	125,832	
	Level 4	120,266	124,475	128,833	
	Level 5	123,123	127,432	131,893	

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 Jan 2012	Effective from 1 Jan 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	
					49,379	
	48,053	49,735	51,476		50,584	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
					58,630	
5	56,261	58,230	60,268	4	59,348	X
	58,373	60,416	62,531		60,832	X
	60,106	62,210	64,387		62,315	X
					63,799	
					65,282	
6	61,247	63,391	65,610	5	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	
					73,626	
Special	66,304	68,625	71,027	6	74,620	X
	69,698	72,137	74,662		74,620	X
	73,122	75,681	78,330		76,486	X
					78,351	
					80,217	
					82,082	
SO A	74,151	76,746	79,432	7	83,435	X
	76,656	79,339	82,116		83,435	X
	79,341	82,118	84,992		83,435	X
	82,340	85,222	88,205		85,938	X
					88,441	
	85,823	88,827	91,936		90,944	X
					93,447	
SO B	85,040	88,016	91,097	8	94,710	X
	87,771	90,843	94,023		94,710	X
	90,729	93,905	97,192		94,710	X
	93,967	97,256	100,660		97,551	X
					100,393	
	97,479	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	61,000	
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.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
D. O'SULLIVAN, *Commissioner*

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INDUSTRIAL GAZETTE

VOLUME 392

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Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(CORR)</i>	—	<i>Correction..</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award	RIRC	482
Taronga Conservation Society Australia Salaried Employees Award	RIRC	519
Transport Industry (State) Award	RIRC	545
Public Hospitals Library Staff (State) Award 2022	AIRC	593
Clerical and Administrative Employees (State) Award	RIRC	598
Crown Employees (Transferred Employees Compensation) Award	RIRC	636
Health, Fitness and Indoor Sports Centres (State) Award	RIRC	645
Local Government (State) Award 2020	VIRC	682

Paramedics and Control Centre Officers (State) Award 2021	VIRC	684
Transport Industry - General Carriers Contract Determination 2017	VCD	685
Staff Specialists (State) Award 2022	AIRC	687
Broken Hill City Council Consent Award 2018	RIRC	729
Paramedics and Control Centre Officers (State) Award 2021	AR	787
Transport Industry - General Carriers Contract Determination 2017	VCD	834
Crown Employees (Medical Officers) Award 2021	AIRC	836
Crown Employees (Public Sector - Salaries 2022) Award	AIRC	847
Health Employees' (State) Award 2022	AIRC	950
Independent Commission Against Corruption Award 2022	AIRC	970
Public Hospital Career Medical Officers (State) Award 2022	AIRC	1002
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2022	AIRC	1037
Transport Industry - General Carriers Contract Determination 2017	VCD	1046
Transport Industry - General Carriers Contract Determination 2017	VCD	1048
Crown Employees (Audit Office) Award 2022	AIRC	1051
Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2022	AIRC	1100
Crown Employees Wages Staff (Rates of Pay) Award 2022	AIRC	1123
Landcom Award 2022	AIRC	1145
Local Land Services Award 2022	AIRC	1196
Service NSW (Salaries and Conditions) Employees Award 2022	AIRC	1253
Health and Community Employees Psychologists (State) Award 2022	AIRC	1295
Health Employees' Administrative Staff (State) Award 2022	AIRC	1304
Health Employees' Dental Officers (State) Award 2022	AIRC	1310
Health Employees Dental Prosthetists and Dental Technicians (State) Award 2022	AIRC	1317
Public Hospital Medical Physicists (State) Award 2022	AIRC	1322
Public Hospitals (Medical Superintendents) Award 2022	AIRC	1328
Public Hospitals Medical Record Librarians (State) Award 2022	AIRC	1353
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2022	AIRC	1357
Public Hospital (Training Wage) (State) Award 2022	AIRC	1401
Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2022	AIRC	1411
Obsolete Awards —		
Miscellaneous Workers Home Care Industry (State) Award	ROIRC	351
Enterprise Agreements Approved by the Industrial Relations Commission		1050 1294