



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

CONTENTS

Vol. 392, Part 7

8 September 2022

Pages 836 — -1050

		Page
Awards and Determinations —		
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
Enterprise Agreements Approved by the Industrial Relations Commission		1050

CROWN EMPLOYEES (MEDICAL OFFICERS) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 198179 of 2022)

Before Commissioner Murphy

15 July 2022

AWARD**Arrangement**

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

PART A**General**

1. Title
2. Parties
3. Definitions
4. Anti-Discrimination
5. No Further Claims
6. Area, Incidence and Duration

PART B**NSW POLICE MEDICAL OFFICERS - CLINICAL
FORENSIC MEDICINE**

7. Salaries and Progression
8. Other Conditions of Employment
9. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
10. Grievance and Dispute Settlement Procedure
11. Redundancy

PART C**HEALTH CARE COMPLAINTS COMMISSION -
MEDICAL ADVISERS**

12. Salaries and Progression
13. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
14. Employment Arrangements
15. Grievance and Dispute Settlement Procedure

PART D**MONETARY RATES**

Table 1 - Salaries

Table 2 - Salaries

PART A

General

1. Title

This award shall be known the Crown Employees (Medical Officers) Award 2022.

2. Parties

This award is made between the Industrial Relations Secretary, NSW Police Force, the Health Care Complaints Commission, and the Australian Salaried Medical Officers' Union (New South Wales).

3. Definitions

"Award" means Crown Employees (Medical Officers) Award 2022.

"Agency" or "Department" in Part C of this Award means the Office of the Health Care Complaints Commission ("HCCC").

"Agency Head" in Part C of this Award means the Commissioner of the Office of the Health Care Complaints Commission ("HCCC").

"Commissioner" in Part B of this Award means the Commissioner of Police in New South Wales, or any person duly appointed to act in such position from time to time.

"Union" means the Australian Salaried Medical Officers' Union (New South Wales).

"Head, Clinical Forensic Medicine Section" in Part D of this Award shall be a person qualified to be a Police (Forensic) Medical Officer appointed on the basis of merit selection on the occurrence of a vacancy as the clinical and administrative Head of the Clinical Forensic Medicine Section.

"Higher Qualification" in Part B of this Award means any such qualification obtained by a Police (Forensic) Medical Officer subsequent to graduation which is recognised as a higher qualification by the employer for the purposes of qualifying an employee for access to the higher qualification allowance applicable under subclause 7.3 of clause 7, Salaries and Progression. This may include:

- (a) post-graduate university degrees and diplomas recognised by the Medical Council of New South Wales as qualification; or
- (b) membership or fellowship of the Royal College or Royal Australasian College of Physicians; or
- (c) such other post-graduate qualification obtained by examination and recognised by the Medical Council of New South Wales, including fellowship of the Royal Australian College of General Practitioners.

"Industrial Relations Secretary" or "Secretary" means the employer for industrial purposes under the *Government Sector Employment Act 2013*.

"Medical Adviser" in Part C of this Award means and includes all persons employed as a Medical Adviser by the HCCC whether employed on a full time or part time basis.

"NSW Police Force" means New South Wales Police Force established by the *Police Act 1990*, (NSW).

"Police (Forensic) Medical Officer" in Part B of this Award means a non-executive administrative officer within the terms of the *Police Act 1990*, who is a person licensed or registered by the Australian Health Practitioner Regulation Agency.

"Officer" in Part B of this Award means a Police (Forensic) Medical Officer, as defined.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 4.5 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.

5. No Further Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

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

6. Area, Incidence and Duration

- 6.1 This award rescinds and replaces the Crown Employees (Medical Officers) Award 2021 published on 13 August 2021 (390 IG 1).
- 6.2 This award shall continue to apply to officers employed within the Clinical Forensic Medicine section of the NSW Police as at 5 August 1996 or to persons who are subsequently employed within the Clinical Forensic Medicine Section.

Except where inconsistent with this award, the provisions of any other existing determinations or awards will continue to apply.

- 6.3 This Award will take effect from 1 July 2022. The Award will remain in force for the period to 30 June 2024 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

PART B**NSW POLICE - MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE****7. Salaries and Progression**

7.1 The salaries set out in Table 1, of Part D of this award shall have effect from the date contained therein.

Police (Forensic) Medical Officer, Grade 1 shall be a medical practitioner with a minimum four years post-graduation experience. Such officers shall undertake a training period supervised by a suitable experienced and qualified Police (Forensic) Medical Officer, Grade 3 (or, in the event that no such officers are employed, a Police (Forensic) Medical Officer, Grade 2) until such time as the Police (Forensic) Medical Officer, Grade 1, is accepted as an expert in the practice of Clinical Forensic Medicine. The period of training and supervision will be not less than six months.

Police (Forensic) Medical Officer, Grade 2 shall be a medical practitioner accepted as an expert in the practice of Clinical Forensic Medicine.

Police (Forensic) Medical Officer, Grade 3 shall be a medical practitioner who has served a minimum of three years as a Police (Forensic) Medical Officer, Grade 2 and who is accepted as an expert in the practice of Clinical Forensic Medicine, and who:

- (a) has attained the necessary experience and skills to supervise and train, as appropriate, Police (Forensic) Medical Officer, Grade 1; and
- (b) has attained the necessary experience and skills to plan, review and implement training courses, as appropriate, in relevant practice areas including, but not limited to, safe custody care, breath analysis and drugs training.

7.2 Nature of Salaries - The parties recognise that the rates of pay prescribed in subclause 7.1 of this clause contain a component which takes into account all the incidents of employment, including the need to be on-call, call-outs, overtime, travelling time and waiting time, and including the expenses incurred in taking telephone calls at the Officer's residence.

7.3 Higher Qualification Allowance - The salaries prescribed in subclause 7.1 of this clause for the classifications only of Police (Forensic) Medical Officer, Grade 1, Grade 2 and Grade 3, shall be increased by the amount of \$2500 per annum, for any Officer who holds a higher qualification as defined which, in the opinion of the Commissioner of Police, is an appropriate higher qualification with respect to the practice of Clinical Forensic Medicine as carried out in the NSW Police.

7.4 Progression - Progression Between Grades- Progression between the grades of Police (Forensic) Medical Officer will be determined by a representative committee comprised of representatives from the following organisations, or their successors from time to time, or class of persons:

Two persons representing the Commissioner of Police;

Head of the Clinical Forensic Medicine Section;

One person from the Institute of Forensic Medicine;

One person from the Office of the NSW Director of Public Prosecutions;

A Police Prosecutor with a minimum of ten years standing as a Police Prosecutor;

One person from the Union;

One person from an Area Health Service.

Such progression shall also be subject to the Commissioner certifying that the conduct and services of the officer are satisfactory.

- 7.5 The parties agree that the productivity provisions contained within the document known as the Cooperative Negotiation Agenda which was agreed between the Public Service Association and the Public Employment Office and other employers to the Crown Employees (Public Sector Salaries) Award, shall apply to the parties to this award to the extent reasonably appropriate.

8. Other Conditions of Employment

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

9. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time officers;
 - (b) temporary officers, subject to New South Wales Police Force convenience; and
 - (c) casual officers, subject to New South Wales Police Force convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 7, Salaries and Progression, Part D of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner, and
 - (b) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- (viii) Where the officer makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

New South Wales Police Force must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, New South Wales Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by New South Wales Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the officer makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 7, Salaries and Progression, or Part D of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

10. Grievance and Dispute Settlement Procedure

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

- (i) Where a dispute/grievance arises discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible and in any event within two working days of such failure, between the individual officer(s) and, at their request, the local Union delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s), local delegate or workplace representative or the relevant Commander may refer the matter to the HR Manager, Office of the Deputy Commissioner, Specialist Operations, for discussion. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- (iv) If the dispute is not resolved at that stage, the matter is to be referred to the Workforce Relations Unit of the NSW Police Force who will assume responsibility for liaising with Senior Executive Members of the Service and the Union and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.

The matter will only be referred to the Industrial Relations Commission of New South Wales if:

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Workforce Relations Unit, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedures - In cases where a dispute is premised on an issue of safety, consultation between the Union and the Industrial Relations Directorate should be expedited. The status quo shall remain until such matter is resolved.

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

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

Throughout each stage, parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

11. Redundancy

The provisions of Premier's Memorandum 2011-11, as amended from time to time, shall apply.

PART C

HEALTH CARE COMPLAINTS COMMISSION - MEDICAL ADVISERS

12. Salaries and Progression

- 12.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 2 - Salaries, of Part D, Monetary Rates and are effective from the first full pay period on or after 1 July 2022.
- 12.2 The hourly rate is payable for all time worked in accordance with clause 14.

- 12.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 12.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Agency Head.

13. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 13.1 The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 13.7
- 13.2 For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 12, Salaries and Progression, and outlined in Part D, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 13.3 By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 13.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 13.5 The agreement shall be known as a Salary Packaging Agreement.
- 13.6 Except in accordance with subclause 13.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Agency at the time of signing the Salary Packaging Agreement.
- 13.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.

- 13.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 13.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-Contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 13.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 13.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 13.11 Where the employee makes an election to salary package:
- (a) subject to Australian taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 12, Salaries and Progression, or Part D of this Award if the Salary Packaging Agreement had not been entered into.
- 13.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- 13.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

14. Employment Arrangements

- 14.1 A Standard Day is 7 Hours Per Day.
- 14.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 14.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 14.4 A lunch break of at least 30 minutes must be taken after 5 hours continuous work.

- 14.5 Part-time Work - The provision for part-time work as prescribed by the Agency's Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 14.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to Clause 7 of Part 2, Division 1 of the Government Sector Employment Regulation 2014.
- 14.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.
- 14.8 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.
- 14.9 The employees covered in Part C of this award are employed in terms of the *Government Sector Employment Act 2013*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied.

15. Grievance and Dispute Resolution

- 15.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 15.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 15.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the Medical Adviser to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 15.4 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- 15.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 15.6 The Agency Head may refer the matter to the Secretary for consideration.
- 15.7 If the matter remains unresolved, the Agency Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 15.8 A staff member, at any stage, may request to be represented by their union.
- 15.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 15.10 The staff member, union, agency and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

15.11 Whilst the procedures outlined in subclauses 15.1 to 15.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

PART D

MONETARY RATES

Table 1 - Salaries

NSW Police

Medical Officers - Clinical Forensic Medicine

Classification	From the First Full Pay Period on or after 1/07/2021 \$ 2.04%	From the First Full Pay Period on or after 1/07/2022 \$ 2.53%	From the First Full Pay Period on or after 1/07/2023 \$ 2.53%
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post - graduate experience	136,025	139,466	142,994
5 years, less than 6 years post - graduate experience	143,056	146,675	150,386
Police (Forensic) Medical Officer, Grade 2 - 1st year	157,135	161,111	165,187
2nd year	164,164	168,317	172,575
3rd year and thereafter	171,203	175,534	179,975
Police (Forensic) Medical Officer, Grade 3 - 1st year	185,276	189,963	194,769
2nd year	194,650	199,575	204,624
3rd year and thereafter	204,037	209,199	214,492
Head, Clinical (Forensic) Medicine Section - 1st year	218,104	223,622	229,280
2nd year	222,798	228,435	234,214

Table 2 - Salaries

Health Care Complaints Commission - Medical Advisers

Medical Adviser	From ffppoa 04/02/2021 2.04% Per hour \$	From ffppoa 01/07/2022 2.53% Per hour \$	From ffppoa 01/07/2023 2.53% Per hour \$
Level 1	133.93	137.32	140.79
Level 2	143.83	147.47	151.20
Level 3	153.75	157.64	161.63

J.V. MURPHY, *Commissioner*

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2022) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 194712 of 2022)

Before Chief Commissioner Constant
 Commissioner Sloan
 Commissioner Webster

1 August 2022

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration
	Schedule A - List of Awards, Agreements and Determinations
	Schedule B - Common Salary Points

PART B**MONETARY RATES****AWARDS****AGREEMENTS AND DETERMINATIONS****1. Title**

This award will be known as the Crown Employees (Public Sector - Salaries 2022) Award.

2. Definitions

In this Award:

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.

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

3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect:
- a 2.53% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2022;

4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries, of this Award:

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff - Salaries) Award 2007

Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff - Salaries) Award 2007

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances

Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Secretary may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Secretary will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

6. Grievance and Dispute Settling Procedure

All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.

- (i) An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Department Head or Delegate.
- (iii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- (v) The Department Head may refer the matter to the Secretary for consideration.
- (vi) In the event that the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The employee, Association, Department and Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in (i) to (ix) are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

7. 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.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

8. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
 - (a) persons falling within the operation of the Livestock Health and Pest Authorities Salaries and Conditions Award and
 - (b) persons employed by Roads and Maritime Services.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries 2021) Award, published on 10 September 2021 (390 I.G. 185) and all variations thereof and takes effect from 1 July 2022, and remains in force until 30 June 2023.

SCHEDULE A

LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations

Awards:

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia, Wellington and John Morony Correctional Centres

Crown Employees (Departmental Officers) Award

Crown Employees Sound Reporters Award

Crown Employees (NSW (Department of Communities and Justice Youth Justice) - 38 Hour Week Operational Staff 2019) Reviewed Award

Crown Employees (Office of Sport - Catering Officers) Award

Crown Employees (Office of Sport - Centre Managers) Award

Crown Employees (Office of Sport - Program Officers) Award

Crown Employees (Office of Sport - Services Officers) Award

Crown Employees (Department of Planning, Industry and Environment) Aboriginal Housing Award 2016

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Crown Employees (Department of Industry) Food Safety Officers Award

Crown Employees (General Assistants in Schools - Department of Education) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Communities and Justice - Corrective Services NSW) Award 2009

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2020

Crown Employees - Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Crown Employees (NSW Department of Community and Justice - Community Services Division) After Hours Service Award 2019

Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Crown Employees (NSW Department of Premiers and Cabinet) Exhibition Project Managers and Officers Australian Museum Award

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Crown Employees (Department of Industry) Local Coordinator Allowance Award

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Crown Employees (Department of Industry) Operational Staff Award

Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Crown Employees (Department of Industry) Professional Officers Award

Crown Employees (Department of Industry) Regulatory Officers Award

Crown Employees (NSW Department of Premiers and Cabinet) State Library Security Staff Award

Crown Employees (Department of Industry) Technical Staff Award

Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Police Band) Award 2018

Crown Employees (NSW Police Force Special Constables) (Security) Award 2018

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award 2021

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award 2015

Crown Employees (Department of Customer Service - SafeWork NSW Inspectors 2007) Reviewed Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016

Crown Employees (Parliament House Conditions of Employment) Award 2015

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Planning Officers) Award 2021

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Crown Employees (Sheriff's Officers) Award

Crown Employees (State Emergency Service) Region Staff Award 2018

Crown Employees (State Emergency Service) State Operations Centre – Continuous Shift Workers Award 2017

Crown Employees (Tipstaves to Justices) Award

Crown Employees (Trades Assistants) Award 2019

Taronga Conservation Society Australia Salaried Employees Award

Agreements and Determinations:

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services Section 130 (1) Determination No. 955 of 2007

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Community Offender Support Program Centres, Department of Corrective Services Determination No. 965 of 2008

Salaries of Computer Operators - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No. 968 of 2010

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Conditions of Service Team Leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors Community Justice Centres, Department of the Attorney General Determination No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1981; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No. 953 of 2007

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

Parliament House, Other Clerical Officers, Determinations of the Presiding Officers

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

SCHEDULE B

COMMON SALARY POINTS

- (i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 1 October 1993 (276 I.G. 941) and Erratum published 3 December 1993 (277 I.G. 576).

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

		1.7.21	1.7.22
		Per annum 2.04% \$	Per annum 2.53% \$
Common Salary Point:	1	26,955	27,637
	2	28,760	29,488
	3	30,279	31,045
	4	32,102	32,914
	5	34,141	35,005
	6	36,430	37,352
	7	38,723	39,703
	8	41,377	42,424
	9	43,877	44,987
	10	46,411	47,585
	11	46,835	48,020
	12	47,255	48,451
	13	47,727	48,934
	14	48,222	49,442
	15	48,677	49,909
	16	49,238	50,484
	17	50,479	51,756
	18	50,975	52,265
	19	51,419	52,720
	20	51,856	53,168
	21	52,349	53,673
	22	52,837	54,174
	23	54,049	55,416
	24	54,580	55,961
	25	55,028	56,420
	26	55,476	56,880
	27	55,922	57,337
	28	56,394	57,821
	29	56,975	58,416
	30	57,461	58,915
	31	57,920	59,385
	32	58,481	59,961
	33	58,955	60,447

	34	59,508	61,014
	35	59,990	61,508
	36	60,601	62,134
	37	61,179	62,727
	38	61,687	63,248
	39	62,325	63,902
	40	62,839	64,429
	41	63,544	65,152
	42	64,044	65,664
	43	64,679	66,315
	44	65,160	66,809
	45	65,793	67,458
	46	66,298	67,975
	47	66,995	68,690
	48	67,552	69,261
	49	68,246	69,973
	50	68,920	70,664
	51	69,445	71,202
	52	70,151	71,926
	53	70,751	72,541
	54	71,369	73,175
	55	72,077	73,901
	56	72,751	74,592
	57	73,393	75,250
	58	74,117	75,992
	59	74,893	76,788
	60	75,588	77,500
	61	76,353	78,285
	62	77,073	79,023
	63	77,979	79,952
	64	78,736	80,728
	65	79,398	81,407
	66	80,336	82,369
	67	81,158	83,211
	68	81,751	83,819
	69	82,690	84,782
	70	83,506	85,619
	71	84,339	86,473
	72	85,057	87,209
	73	85,938	88,112
	74	86,621	88,813
	75	87,493	89,707
	76	88,457	90,695
	77	89,215	91,472
	78	90,253	92,536
	79	90,964	93,265
	80	91,964	94,291
	81	92,788	95,136
	82	93,791	96,164
	83	94,706	97,102
	84	95,539	97,956
	85	96,540	98,982
	86	97,404	99,868
	87	98,451	100,942
	88	99,431	101,947
	89	100,431	102,972
	90	101,427	103,993
	91	102,403	104,994
	92	103,351	105,966

	93	104,437	107,079
	94	105,559	108,230
	95	106,672	109,371
	96	107,789	110,516
	97	108,874	111,629
	98	110,064	112,849
	99	111,121	113,932
	100	112,255	115,095
	101	113,343	116,211
	102	114,428	117,323
	103	115,483	118,405
	104	116,531	119,479
	105	117,715	120,693
	106	118,909	121,917
	107	120,096	123,134
	108	121,288	124,357
	109	122,493	125,592
	110	123,693	126,822
	111	124,901	128,061
	112	126,120	129,311
	113	127,332	130,553
	114	128,547	131,799
	115	129,819	133,103
	116	131,094	134,411
	117	132,395	135,745
	118	133,712	137,095
	119	135,176	138,596
	120	136,652	140,109
	121	137,826	141,313
	122	138,993	142,510
	123	140,541	144,097
	124	142,087	145,682
	125	143,651	147,285
	126	145,211	148,885
	127	146,734	150,446
	128	148,270	152,021
	129	149,936	153,729
	130	151,609	155,445

PART B**MONETARY RATES****AWARDS****Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007**

Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Clerks General Scale			
Clerks General Scale step 1	4	32,102	32,914
Clerks General Scale step 2	6	36,430	37,352
Clerks General Scale step 3 - 1st year of service or 18 years	7	38,723	39,703

Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, - Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	43,877	44,987
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, - Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	46,835	48,020
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	50,479	51,756
Clerks General Scale step 7	20	51,856	53,168
Clerks General Scale step 8	23	54,049	55,416
Clerks General Scale step 9	25	55,028	56,420
Clerks General Scale step 10	28	56,394	57,821
Clerks General Scale step 11	32	58,481	59,961
Clerks General Scale step 12	36	60,601	62,134
Clerks General Scale step 13	40	62,839	64,429
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	65,526	67,184
Grade 1 1st year of service	46	66,298	67,975
Thereafter	49	68,246	69,973
Grade 2 1st year of service	52	70,151	71,926
Thereafter	55	72,077	73,901
Grade 3 1st year of service	58	74,117	75,992
Thereafter	61	76,353	78,285
Grade 4 1st year of service	64	78,736	80,728
Thereafter	67	81,158	83,211
Grade 5 1st year of service	75	87,493	89,707
Thereafter	78	90,253	92,536
Grade 6 1st year of service	82	93,791	96,164
Thereafter	85	96,540	98,982
Grade 7 1st year of service	88	99,431	101,947
Thereafter	91	102,403	104,994
Grade 8 1st year of service	95	106,672	109,371
Thereafter	98	110,064	112,849
Grade 9 1st year of service	101	113,343	116,211
Thereafter	104	116,531	119,479
Grade 10 1st year of service	108	121,288	124,357
Thereafter	111	124,901	128,061
Grade 11 1st year of service	116	131,094	134,411
Thereafter	120	136,652	140,109
Grade 12 1st year of service	126	145,211	148,885

Thereafter	130	151,609	155,445
------------	-----	---------	---------

Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award

Classification and Grades	CSP NO.	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Probationary Correctional Officer	45	65,793	67,458
Correctional Officer - 1st year	47	66,995	68,690
2nd year and thereafter	49	68,246	69,973
Correctional Officer, First Class -1st year	55	72,077	73,901
2nd year and thereafter	63	77,979	79,952
Senior Correctional Officer	69	82,690	84,782
Overseer - 1st year	55	72,077	73,901
2nd year and thereafter	63	77,979	79,952
Senior Overseer	69	82,690	84,782
Industries and Maintenance Allowance - Overseer 1st year		10,617	10,886
Overseer 2nd year and thereafter		4,712	4,831
Senior Overseer		9,271	9,506
Incidental Allowance -			
Probationary Correctional Officer (in training)		n/a	n/a
Probationary Correctional Officer (on graduation)		1,082	1,109
Correctional Officer 1st year		1,585	1,625
Correctional Officer 2nd year and thereafter		2,169	2,224
Correctional Officer, First Class 1st year		3,244	3,326
Correctional Officer, First Class 2nd year and thereafter		3,244	3,326
Senior Correctional Officer		5,407	5,544
Overseer 1st year		3,244	3,326
Overseer 2nd year and thereafter		3,244	3,326
Senior Overseer		5,407	5,544

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia, Wellington and John Morony Correctional Centres

Annualised Salary Package - Kempsey, Dillwynia and Wellington Correctional Centres			
Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
General Manager		203,122	208,261
Manager of Security		171,361	175,696
Principal Correctional Officer		132,401	135,751
Chief Correctional Officer		123,933	127,069
Correctional Officers - Kempsey, Dillwynia, Wellington and John Morony Correctional Centres			
	Common Salary Points	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.04% \$
Senior Correctional Officer	69	82,690	84,782
Correctional Officer 1st Class Year 2	63	77,979	79,952

Correctional Officer 1st Class Year 1	55	72,077	73,901
Correctional Officer Year 2	49	68,246	69,973
Correctional Officer Year 1	47	66,995	68,690
Correctional Officer Probationary	45	65,793	67,458
Correctional Officer (Training)	45	65,793	67,458
Incidental Allowance:			
Senior Correctional Officer	-	5,407	5,544
Correctional Officer 1st Class Years 1 and 2	-	3,244	3,326
Correctional Officer Year 2	-	2,169	2,224
Correctional Officer Year 1	-	1,624	1,665
Correctional Officer Probationary	-	1,082	1,109
Principal Industry Officer Level 1	-	138,067	141,560
Principal Industry Officer Level 2	-	131,401	134,725
Chief Industry Officer	-	125,159	128,326
Senior Overseer	80	91,964	94,291
Overseer	69	82,690	84,782
Senior Overseer	-	5,407	5,544
Overseer	-	3,244	3,326

Crown Employees (Departmental Officers) Award

Departmental Officer			
Classifications and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
General Scale	Year 1	38,723	39,703
	Year 2	46,835	48,020
	Year 3	50,479	51,756
	Year 4	51,856	53,168
	Year 5	54,049	55,416
	Year 6	55,028	56,420
	Year 7	56,394	57,821
	Year 8	58,481	59,961
	Year 9	60,601	62,134
	Year 10	62,839	64,429
Grade 1-2 (Level 1)	Year 1	66,298	67,975
	Year 2	68,246	69,973
	Year 3	70,151	71,926
	Year 4	72,077	73,901
Grade 3-4 (Level 2)	Year 1	74,117	75,992
	Year 2	76,353	78,285
	Year 3	78,736	80,728
	Year 4	81,158	83,211
Grade 5-6 (Level 3)	Year 1	87,493	89,707
	Year 2	90,253	92,536
	Year 3	93,791	96,164
	Year 4	96,540	98,982
Grade 7-8 (Level 4)	Year 1	99,431	101,947
	Year 2	102,403	104,994
	Year 3	106,672	109,371
	Year 4	110,064	112,849
Grade 9-10 (Level 5)	Year 1	113,343	116,211
	Year 2	116,531	119,479
	Year 3	121,288	124,357
	Year 4	124,901	128,061

Grade 11 (Level 6)	Year 1	131,094	134,411
	Year 2	136,652	140,109
Grade 12 (Level 7)	Year 1	145,211	148,885
	Year 2	151,609	155,445

Crown Employees Sound Reporters Award

Multi-Skilled Reporters and Sound Reporters Dual Remote			
Classification and Grade	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Trainee Multi-Skilled Sound Reporter Year 1	46	66,298	67,975
Multi-Skilled Sound Reporter Year 2	52	70,151	71,926
Multi-Skilled Sound Reporter Year 3	55	72,077	73,901
Multi-Skilled Sound Reporter Year 4	58	74,117	75,992
Multi-Skilled Sound Reporter Year 5	61	76,353	78,285
Sound Reporter Dual Remote	64	78,736	80,728

Crown Employees (NSW (Department of Communities and Justice Youth Justice) - 38 Hour Week Operational Staff 2019) Reviewed Award

Classification and Grades	A & C Grade Equivalent	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Unqualified Youth Officer - Level 1	GS Year 10	62,839	64,429
Youth Officer Level 2 Year 1	Min 1	66,298	67,975
Year 2	Max 1	68,246	69,973
Year 3	Min 2	70,151	71,926
Level 3 Year 1	Max 2	72,077	73,901
Shift Supervisor/Assistant Unit Manager - Level 4 Year 1	Min 4	78,736	80,728
Year 2	Max 4	81,158	83,211
Year 3	Min 5	87,493	89,707
Year 4	Max 5	90,253	92,536
Unit Manager - Level 5 Year 1	Min 6	93,791	96,164
Year 2	Max 6	96,540	98,982
Year 3	Min 7	99,431	101,947
Year 4	Max 7	102,403	104,994
Assistant Manager - Level 6 Year 1	Min 8	106,672	109,371
Year 2	Max 8	110,064	112,849
Year 3	Min 9	113,343	116,211
Year 4	Max 9	116,531	119,479
Centre Manager - Level 8 Year 1	Min 11	131,094	134,411
Year 2	Max 11	136,652	140,109
Centre Manager - Level 9 Year 1	Min 12	145,211	148,885
Year 2	Max 12	151,609	155,445
Vocational Instructor (Trade, Maintenance, Grounds) Level 1, Year 1		62,839	64,429
Level 2, Year 1		66,298	67,975

Year 2		68,246	69,973
Year 3		70,151	71,926
Year 4		72,077	73,901
Kitchen Support Officer and Vocational Instructor (Cook)			
Level 1			
Year 1		51,856	53,168
Year 2		66,298	67,975
Level 2			
Year 1		66,298	67,975
Year 2		68,246	69,973
Year 3		70,151	71,926
Year 4		72,077	73,901
Vocational Instructor (Cook Supervisor)		74,940	76,836
Logistics Officer			
Level 4			
Year 1		87,493	89,707
Year 2		90,253	92,536
Level 5			
Year 3		93,791	96,164
Year 4		96,540	98,982
Court Supervisor - Level 4			
Year 1	Min 4	78,736	80,728
Year 2	Max 4	81,158	83,211
Year 3	Min 5	87,493	89,707
Year 4	Max 5	90,253	92,536
Drug Detection Security and Intelligence Officer			
Level 2			
Year 1	Min 1	66,298	67,975
Year 2	Max 1	68,246	69,973
Year 3	Min 2	70,151	71,926
Level 3	Max 2	72,077	73,901
Chokage Allowance (per day)		5.30	5.45
Uniform Allowance (per week)		5.50	5.65
Trade Allowance (per annum)		2,012	2,063
Allocated Youth Officer Additional Responsibilities Allowance (per hour)		1.42	1.46

Crown Employees (Office of Sport - Catering Officers) Award

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Level 1	61,393	62,946
Level 2	63,335	64,937
Level 3	65,243	66,894
Level 4	67,346	69,050
Level 5	69,730	71,494
Catering Officers - Academy Allowance		
Senior Catering Officer	5,367	5,503
Catering Officer	2,590	2,656
Apprentice	2,072	2,124

Crown Employees (Office of Sport- Centre Managers) Award

Grades and salary rates for classifications in this award are in accordance with the Crown Employees Administrative and Clerical Officers - Salaries) Award 2007 Grades 4 to 12

Allowance	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Annual allowance (Clause 11)	12,172	12,480

Crown Employees (Office of Sport - Program Officers) Award

Program Officers - Department of the Arts, Sport and Recreation		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Program Officers		
Level 1	62,096	63,667
Level 2	64,528	66,161
Level 3	68,171	69,896
Level 4	73,041	74,889
Level 5	75,474	77,383
Level 6	79,138	81,140
Level 7	82,782	84,876
Level 8	86,443	88,630
Level 9	90,084	92,363
Level 10	93,747	96,119
Level 11	97,383	99,847
Level 12	99,821	102,346
Program Officers - Temporary employees	Per day	Per day
Level 1	238.35	244.40
Level 2	247.05	253.30
Level 3	260.65	267.25
Level 4	280.55	287.65
Level 5	289.25	296.55
Level 6	302.90	310.55
Level 7	317.80	325.85
Level 8	331.45	339.85
Level 9	345.10	353.85
Level 10	358.75	367.85
Level 11	373.65	383.10
Level 12	382.35	392.00
Program Officers - Casual Employees	Per day	Per day
Level 1	267.80	274.60
Level 2	278.25	285.30
Level 3	294.00	301.45
Level 4	314.90	322.85
Level 5	325.50	333.75
Level 6	341.20	349.85
Level 7	357.00	366.05
Level 8	372.75	382.20
Level 9	388.45	398.30
Level 10	404.30	414.65
Level 11	420.00	430.65
Level 12	430.40	441.30

Program Officer (Group Leader)	Per day	Per day
Grade 1	208.10	213.35
Grade 2	252.45	258.85
Allowances		
Sport and recreation allowance – Ongoing Employees Program Officers (per annum)	12172	12,480
Sport and recreation allowance- Temporary Program Officers (per day)	46.70	47.90
Night duty allowance - Casual Program Officers (per night)	99.60	102.10
Night duty allowance - Program Officer (Group Leader) (per night)	48.05	49.25

Crown Employees (Office of Sport - Services Officers) Award

Table 1 - Salary Scale for Services Officers Prior to Competency Attainment		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Level 1	52,003	53,319
Level 2	54,850	56,238
Level 3	57,210	58,657
Level *4	59,574	61,081
	Per Hour \$	Per Hour \$
Level 1	26.21	26.87
Level 2	27.65	28.35
Level 3	28.86	29.59
Level 4	30.07	30.83
Table 2 - Salary Scale for Services Officers after Competency Attainment		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Level 1	53,562	54,917
Level 2	56,499	57,928
Level 3	58,931	60,422
Level 4*	61,362	62,914
	Per hour \$	Per hour \$
Level 1	27.04	27.09
Level 2	28.51	29.23
Level 3	29.72	30.47
Level 4	30.94	31.72

*Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

Table 3 - Salary Scale for Assistant Services Officers		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Level 1	52,003	53,319
Level 2	54,850	56,238
	Per hour \$	Per hour \$
Level 1	26.21	26.87
Level 2	27.65	28.35

Crown Employees (Department of Planning, Industry and Environment) Aboriginal Housing Award 2016

See rates for Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Classifications and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Professional Staff -		
General Scale 1	39,257	40,250
General Scale HSC 19 years	44,479	45,604
General Scale 2 or age 20	47,476	48,677
General Scale 3 or age 21	51,167	52,462
General Scale 4	52,567	53,897
General Scale 5	54,785	56,171
General Scale 6	55,781	57,192
General Scale 7	57,169	58,615
General Scale 8	59,282	60,782
General Scale 9	61,430	62,984
General Scale 10	63,695	65,306
General Scale 11	65,568	67,227
General Scale 12	67,203	68,903
General Scale 13	69,179	70,929
Grade 1		
Year 1	69,849	71,616
Year 2	73,749	75,615
Year 3	79,043	81,043
Year 4	84,647	86,789
Year 5	89,668	91,937
Grade 2		
Year 1	95,078	97,483
Year 2	98,739	101,237
Year 3	101,802	104,378
Year 4	104,770	107,421
Grade 3		
Year 1	110,366	113,158
Year 2	113,793	116,672
Year 3	118,125	121,114
Year 4	121,740	124,820
Grade 4		
Year 1	127,845	131,079
Year 2	131,590	134,919
Year 3	134,215	137,611
Senior Professional Staff -		
Senior 1		
Year 1	139,714	143,249
Year 2	142,466	146,070
Senior 2		
Year 1	145,622	149,306
Year 2	148,748	152,511
Senior 3		
Year 1	151,990	155,835
Year 2	153,687	152,511

Project Staff		
Grade 1		
Year 1	82,921	85,019
Year 2	84,305	86,438
Grade 2		
Year 1	89,716	91,986
Year 2	92,302	94,637
Grade 3		
Year 1	95,144	97,551
Year 2	97,978	100,457
Grade 4		
Year 1	100,817	103,368
Clerical Staff -		
General Scale 1	39,257	40,250
General Scale HSC 19 yrs	44,479	45,604
General Scale 2 or age 20	47,476	48,677
General Scale 3 or age 21	51,167	52,462
General Scale 4	52,567	53,897
General Scale 5	54,785	56,171
General Scale 6	55,781	57,192
General Scale 7	57,169	58,615
General Scale 8	59,282	60,782
General Scale 9	61,430	62,984
General Scale 10	63,695	65,306
* Personal	65,568	67,227
Grade 1 -		
Year 1	67,203	68,903
Year 2	69,179	70,929
Grade 2 -		
Year 1	71,114	72,913
Year 2	73,058	74,906
Grade 3 -		
Year 1	75,134	77,035
Year 2	77,403	79,361
Grade 4 -		
Year 1	79,817	81,836
Year 2	82,268	84,349
Grade 5 -		
Year 1	88,693	90,937
Year 2	91,495	93,810
Grade 6 -		
Year 1	95,078	97,483
Year 2	97,860	100,336
Grade 7 -		
Year 1	100,797	103,347
Year 2	103,813	106,439
Grade 8 -		
Year 1	108,132	110,868
Year 2	111,575	114,398
Grade 9 -		
Year 1	114,897	117,804
Year 2	118,125	121,114
Grade 10 -		
Year 1	122,956	126,067
Year 2	126,613	129,816
Grade 11 -		
Year 1	132,891	136,253
Year 2	138,525	142,030

Grade 12 - Year 1	147,201	150,925
Year 2	153,687	157,575
Technical Staff (A)		
General Scale 1 or 16 years	32,546	33,369
General Scale 2 or 17 years	36,931	37,865
General Scale 3 or 18 years	39,257	40,250
General Scale 4 or 20 years	44,479	45,604
General Scale 5 or 21 years	47,476	48,677
General Scale 6	51,167	52,462
General Scale 7	52,567	53,897
General Scale 8	54,785	56,171
General Scale 9	55,781	57,192
General Scale 10	57,169	58,615
General Scale 11	59,282	60,782
General Scale 12	61,430	62,984
General Scale 13	63,695	65,306
General Scale 14	65,568	67,227
Grade I - Year 1	68,480	70,213
Year 2	70,405	72,186
Year 3	72,345	74,175
Year 4	73,749	75,615
Year 5	75,921	77,842
Grade II - Year 1	79,817	81,836
Year 2	81,436	83,496
Year 3	82,876	84,973
Year 4	84,647	86,789
Grade III - Year 1	90,433	92,721
Senior Technical (A) -		
Senior I - Year 1	88,693	90,937
Year 2	90,433	92,721
Year 3	93,218	95,576
Senior II - Year 1	95,995	98,424
Year 2	98,739	101,237
Senior III - Year 1	102,809	105,410

Crown Employees (Department of Industry) Food Safety Officers Award

Food Safety Officers			
Classification and Grades	Common Salary Points	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1, Year 1	-	67,273	68,975
Year 2	-	69,199	70,950
Year 3	55	72,077	73,901
Grade 2, Year 1	-	76,430	78,364
Year 2	-	83,116	85,219
Year 3	82	93,791	96,164
Grade 3, Year 1	-	100,918	103,471
Year 2	-	104,535	107,180
Year 3	98	110,064	112,849

Grade 4, Year 1	-	114,933	117,841
Year 2	-	118,908	121,916
Year 3	111	124,901	128,061
Grade 5, Year 1	116	131,094	134,411
Year 2	120	136,652	140,109
Grade 6, Year 1	126	145,211	148,885
Year 2	130	151,609	155,445

Crown Employees (General Assistants in Schools - Department of Education) Award

General Assistants in Schools - Department of Education and Training			
Classification and Grades	Common Salary Points	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Full-time Permanent	-		
Junior - On employment		35,995	36,906
After 12 months or at 20 years	-	46,277	47,448
Adult			
Year 1	19	51,420	54,055
Year 2	20	51,856	54,513
Year 3	22	52,837	55,545
Year 4	23	54,049	56,818
Year 5	25	55,028	57,847
		Per hour	Per hour
Part-time Permanent (up to 35.5 hpw)			
Junior			
On employment		19.97	20.48
After 12 months or at 20 years		25.67	26.32
Adult		29.33	30.07
Full-time (38 hpw) Temporary - Unloaded			
Junior - On employment		18.16	18.62
After 12 months or at 20 years		23.35	23.94
Adult		25.92	26.58
Full-time Temporary - Loaded			
Junior - On employment		19.68	20.18
After 12 months or at 20 years		25.25	25.89
Adult		28.12	28.83
Part-time Temporary (up to 35.5 hpw) - Unloaded			
Junior - On employment		19.97	20.48
After 12 months or at 20 years		25.67	26.32
Adult		29.33	30.07
Loaded			
Junior - On employment		21.64	22.19
After 12 months or at 20 years		27.82	28.52
Adult		31.74	32.54

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Rank	Annualised Salary from the first full pay period on or after 1.7.2021 2.04% \$	Annualised Salary from the first full pay period on or after 1.7.2022 2.53% \$
General Manager	203,122	208,261
Superintendent	186,378	191,093

Manager Security	171,361	175,696
Deputy Superintendent	159,639	163,678

Crown Employees (General Staff - Salaries) Award 2007

General Staff - Salaries			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Community Liaison Officer, Department of Education	57	71,926	75,250
Aboriginal Community Liaison Officer, Department of Education			
Year 1	58	72,635	74,473
Year 2	61	74,827	78,285
Year 3	64	77,162	80,728
Year 4	67	79,535	83,211
Farm Foreman, Department of Education			
Grade A			
1st year	39	61,079	63,902
2nd year	41	62,274	65,152
3rd year	43	63,386	66,315
Grade B			
1st year	45	64,478	67,458
2nd year	47	65,656	68,690
3rd year	51	68,057	71,202
Maintenance Officer, Department of Education			
1st year	24	53,489	55,961
2nd - 7th year	25	53,928	56,420
8th year	26	54,367	56,880
Matrons and Sub-Matrons, Department of Education			
Matron			
1st year	45	64,478	67,458
Thereafter	46	64,973	67,975
Sub-Matron			
1st year	39	61,079	63,902
Thereafter	40	61,583	64,429
Gallery Services Officer, Art Gallery			
	18	49,956	52,265
	20	50,819	53,168
Senior Gallery Services Officer			
	43	63,386	66,315
	45	64,478	67,458
	47	65,656	68,690
	49	66,882	69,973
Installation Officer, Art Gallery			
	26	54,367	56,880
	29	55,836	58,416
	32	57,312	59,961
Display Technician, Art Gallery			
Grade 1			
	45	64,478	67,458
	48	66,201	69,261
	51	68,057	71,202
Grade 2			
	55	70,636	73,901
	59	73,396	76,788
Senior Display Technician			
	63	76,420	79,952
	65	77,811	81,407
Museum Assistant, Sydney Living Museums			
Grade 1 – Year 1	20	50,819	53,168
Grade 1 – Year 2	21	51,302	53,673
Grade 1 – Year 3	25	53,928	56,420

Grade 1 – Year 4	27	54,804	57,337
Grade 2 – Year 1	30	56,312	58,915
Grade 2 – Year 2	31	56,762	59,385
Grade 2 – Year 3	34	58,318	61,014
Grade 2 – Year 4	35	58,791	61,508
Grade 2 – Year 5	36	59,389	62,134
Museum Guide, Sydney Living Museums			57,821
Year 1	28	55,267	58,915
Year 2	30	56,312	59,961
Year 3	32	57,312	61,014
Year 4	34	58,318	62,134
Year 5	36	59,389	63,902
Year 6	39	61,079	69,261
Chief Guide, Sydney Living Museums	48	66,201	71,202
	51	68,057	53,168
Preparator Australian Museum			
Assistant Preparator (55)	29	55,836	58,416
	34	58,318	61,014
	39	61,079	63,902
	43	63,386	66,315
Cadet Preparator (56)	21	51,302	53,673
	25	53,928	56,420
Chief Preparator	82	91,916	96,164
	84	93,629	97,956
Preparator (57) Grade I	46	64,973	67,975
	49	66,882	69,973
	52	68,749	71,926
Grade II	56	71,297	74,592
	60	74,077	77,500
Senior Preparator	63	76,420	79,952
	65	77,811	81,407

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Horticultural/Trades Officer		
Level One	48,677	49,909
Level Two Year 1	54,049	55,416
Level Two Year thereafter	55,476	56,880
Level Three Year 1	57,461	58,915
Level Three Year thereafter	59,508	61,014
Level Four Year 1	61,687	63,248
Level Four Year thereafter	63,544	65,152
Level Five Year 1	65,793	67,458
Level Five Year thereafter	67,552	69,261
Level Six Year 1	69,445	71,202
Level Six Year thereafter	71,369	73,175
Level Seven Year 1	73,393	75,250
Level Seven Year thereafter	75,588	77,500
Level Eight Year 1	77,979	79,952
Level Eight Year thereafter	81,158	83,211
Level Nine Year 1	84,339	86,473
Level Nine Year thereafter	87,493	89,707
Level Ten Year 1	90,253	92,536
Level Ten Year thereafter	92,788	95,136

Level Eleven Year 1	100,431	102,972
Level Eleven Year thereafter	106,672	109,371

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Table 1 - Rates of Pay

Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Interpreting/Translating Officer			
Year 1	49	68,246	69,973
Year 2	56	72,751	74,592
Year 3	63	77,979	79,952
Interpreter/Translator			
Year 1	56	72,751	74,592
Year 2	63	77,979	79,952
Year 3	70	83,506	85,619
Year 4	76	88,457	90,695
Year 5	81	92,788	95,136
Senior Interpreter/Translator			
Year 1	84	95,539	97,956
Year 2	87	98,451	100,942
Year 3	91	102,403	104,994

Table 2 - Casual Rates of Pay

Casual Interpreter	1.7.21 2.04% \$	1.7.22 2.53% \$
Recognised Practicing Interpreter		
Base Hourly Rate (Unloaded)	39.84	40.85
Standard Hour Rate (Base + 28%)	50.99	52.28
Non Standard Hour Rate (150% Base Rate) Saturday Hour Rate	59.76	61.27
Sunday Hour Rate (200% Base Rate)	79.68	81.70
Public Holiday Hour Rate (250% Base Rate)	99.60	102.12
Certified Provisional Interpreter		
Base Hourly Rate (Unloaded)	48.44	49.67
Standard Hour Rate (Base + 28%)	62.00	63.57
Non Standard Hour Rate (150% Base Rate) Saturday Hour Rate	72.66	74.50
Sunday Hour Rate (200% Base Rate)	96.88	99.33
Public Holiday Hour Rate (250% Base Rate)	121.10	124.16
Certified Interpreter		
Base Hourly Rate (Unloaded)	50.81	52.10
Standard Hour Rate (Base + 28%)	65.03	66.68
Non Standard Hour Rate (150% Base Rate) Saturday Hour Rate	76.21	78.14
Sunday Hour Rate (200% Base Rate)	101.62	104.19
Public Holiday Hour Rate (250% Base Rate)	127.02	130.23
Certified Conference Interpreter Specialist (Health/Legal) Interpreter		
Base Hourly Rate (Unloaded)	56.07	57.49
Standard Hour Rate (Base + 28%)	71.77	73.59
Non Standard Hour Rate (150% Base Rate) Saturday Hour Rate	84.11	86.24
Sunday Hour Rate (200% Base Rate)	112.15	114.99
Public Holiday Hour Rate (250% Base Rate)	140.18	143.73

Casual Translator

	1.7.21 2.04% \$	1.7.22 2.53% \$
Recognised Practicing Translator Standard Document Translation	27.33	28.02
Non Standard Document Translation		
First 200 words or part thereof	54.66	56.04
Then 100 words thereafter or part there of up to 800 words	27.33	28.02
Then 100 words thereafter or part there of between 800-2500 words	24.59	25.21
Then 100 words thereafter or part there of exceeding of 2500 words	23.23	23.82
Proof Reading		
First 200 words or part thereof	27.33	28.02
Then 100 words thereafter or part thereof	13.66	14.01
Checking		
First 200 words or part thereof	41.00	42.04
Then 100 words thereafter or part thereof	20.50	21.02
Post Editing of Machine Translation		
First 200 words or part thereof	41.00	42.04
Then 100 words thereafter or part thereof	20.50	21.02
Certified Translator		
Standard Document Translation	32.52	33.34
Non Standard Document Translation		
First 200 words or part thereof	65.04	66.69
Then 100 words thereafter or part there of up to 800 words	32.52	33.34
Then 100 words thereafter or part there of between 800-2500 words	29.57	30.32
Then 100 words thereafter or part there of exceeding of 2500 words	27.64	28.34
Proof Reading		
First 200 words or part thereof	32.52	33.34
Then 100 words thereafter or part thereof	16.26	16.67
Checking		
First 200 words or part thereof	48.78	50.01
Then 100 words thereafter or part thereof	24.39	25.01
Post Editing of Machine Translation		
First 200 words or part thereof	24.39	25.01
Then 100 words thereafter or part thereof	48.78	50.01
Certified Advanced Translator		
Standard Document Translation	35.89	36.80
Non Standard Document Translation		
First 200 words or part thereof	71.78	73.6
Then 100 words thereafter or part there of up to 800 words	35.89	36.8
Then 100 words thereafter or part there of between 800-2500 words	32.30	33.12
Then 100 words thereafter or part there of exceeding of 2500 words	30.50	31.27
Proof Reading		
First 200 words or part thereof	35.89	36.80
Then 100 words thereafter or part thereof	17.94	18.39
Checking		
First 200 words or part thereof	53.82	55.18
Then 100 words thereafter or part thereof	26.91	27.59
Post Editing of Machine Translation		
First 200 words or part thereof	53.82	55.18
Then 100 words thereafter or part thereof	26.91	27.59

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2020

Jenolan Caves Reserve Trust Officers		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Administration Officer	62,074	63,644
Administration Officer (Special)	64,333	65,961
Business Development Manager	116,532	119,480
Caretaker Jenolan Cottages	59,724	61,235
Manager Caving Operations	93,791	96,164
Director	169,638	73,930
Guide - Grade 1	59,724	61,235
Guide - Grade 2	62,074	63,644
Guide – Grade 3	66,700	68,388
Maintenance Officer	56,318	57,743
Karst Resources Officer	89,612	91,879
Senior Finance Officer	99,426	101,941
System Administrator/Finance Officer	89,612	91,879
Team Leader - Electrical	77,645	79,609
Team Leader - Maintenance	77,645	79,609
Trades Officer	64,333	65,961
Trades Officer - Electrical (W/ends)	73,247	75,100
Visitor Services Officer (Tickers - PT)*	59,724	61,235
Customer Service Officer Grade 1	44,570	45,698
Customer Service Officer Grade 2		
Customer Service Officer Grade 3	48,415	49,640
Customer Service Officer Grade 4		
*Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate		

Crown Employees - Legal Officers (Crown Solicitors Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award

Legal Officers			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I			
1st year of service	51	69,445	71,202
2nd year of service	55	72,077	73,901
3rd year of service	58	74,117	75,992
4th year of service	61	76,353	78,285
5th year of service	65	79,398	81,407
Grade II			
1st year of service	73	85,938	88,112
2nd year of service	78	90,253	92,536
3rd year of service	84	95,539	97,956
4th year of service	89	100,431	102,972
5th year of service	93	104,437	107,079
Grade III			
1st year of service	98	110,064	112,849
2nd year of service	101	113,343	116,211
3rd year of service	105	117,715	120,693
Grade IV			
1st year of service	112	126,120	129,311
2nd year of service	114	128,547	131,799

Grade V			
1st year of service	119	135,176	138,596
2nd year of service	121	137,826	141,313
Grade VI			
1st year of service	126	145,211	148,885
2nd year of service	128	148,270	152,021

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Librarians and Archivists			
Grade 1			
Year 1	46	66,298	67,975
Year 2	52	70,151	71,926
Year 3	58	74,117	75,992
Year 4	64	78,736	80,728
Year 5	69	82,690	84,782
Year 6	74	86,621	88,813
Grade 2			
Year 1	78	90,253	92,536
Year 2	82	93,791	96,164
Year 3	87	98,451	100,942
Year 4	91	102,403	104,994
Grade 3			
Year 1	96	107,789	110,516
Year 2	99	111,121	113,932
Year 3	103	115,483	118,405
Year 4	107	120,096	123,134
Grade 4			
Year 1	110	123,693	126,822
Year 2	113	127,332	130,553
Year 3	116	131,094	134,411
Year 4	119	135,176	138,596
Grade 5			
Year 1	122	138,993	142,510
Year 2	125	143,651	147,285
Year 3	128	148,270	152,021
Year 4	-	153,301	157,180
Library Assistant			
Year 1	20	51,856	53,168
Year 2	25	55,028	56,420
Year 3	32	58,481	59,961
Year 4	40	62,839	64,429
Year 5	44	65,160	66,809
Library Technician			
Grade 1			
Year 1	46	66,298	67,975
Year 2	52	70,151	71,926
Year 3	58	74,117	75,992
Year 4	64	78,736	80,728
Grade 2			
Year 1	75	87,493	89,707
Year 2	78	90,253	92,536
Year 3	82	93,791	96,164
Year 4	87	98,451	100,942

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Classification	Grade	Year	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
LHI Officer	1	1	56,302	57,726
		2	58,811	60,299
		3	60,267	61,792
LHI Officer	2	1	61,870	63,435
		2	62,485	64,066
		3	65,191	66,840
LHI Officer	3	1	66,283	67,960
		2	68,147	69,871
		3	70,404	72,185
LHI Officer	4	1	72,448	74,281
		2	75,888	77,808
		3	78,794	80,787
LHI Officer	5	1	80,470	82,506
		2	82,769	84,863
		3	87,572	89,788
LHI Officer	5A	1	87,573	89,789
		2	90,140	92,421
		3	101,104	103,662
		4	105,194	107,855
		5	108,444	111,188
		6	112,040	114,875
LHI Officer	6	1	90,140	92,421
		2	101,104	103,662
		3	105,194	107,855
LHI Officer	7	1	108,444	111,188
		2	112,040	114,875
		3	119,203	122,219
LHI Officer	8	1	122,661	125,764
		2	128,596	131,849
		3	133,923	137,311
LHI Senior Officer	1	1	148,045	151,791
		2	154,444	158,351

Crown Employees (NSW Department of Community and Justice - Community Services Division) After Hours Service Award 2019

After Hour Service	1.7.21 Per day 2.04% \$	1.7.22 Per day 2.53 % \$
Monday 5.00 pm to Saturday 9.00 am	109.50	112.25
Saturday 9.00 am to Sunday 9.00 am	164.24	168.4
Sunday 9.00 am to Monday 9.00 am	164.24	168.4
Public Holiday	164.24	168.4
Other Rates and Allowances Disturbance Rate	32.81	33.60

Crown Employees (NSW Department of Finance and Services - Graphic Service Operators) Award

Classification	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Graphic Service Operator Class 2			
Commencing Salary	46	66,298	67,975
After completion of stage 1 training	49	68,246	69,973
After completion of stage 2 training	52	70,151	71,926
After completion of stage 3 training	55	72,077	73,901
Graphic Service Operator Class 1			
Commencing Salary	58	74,117	75,992
After completion of stage 1 training	61	76,353	78,285
After completion of stage 2 training	64	78,736	80,728
After completion of stage 3 training	67	81,158	83,211
After completion of stage 4 training	75	87,493	89,707
After completion of stage 5 training	78	90,253	92,536
Graphic Services Operator - Shift Supervisor			
Commencement salary	88	99,431	101,947
Year 2	91	102,403	104,994
Year 3	95	106,672	109,371
Year 4	98	110,064	112,849

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Domestic Services Officers Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.21 Per annum 2.53% \$
Domestic Services Officers (A) Full Time (Old Classifications)			
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth cook, General Services Officer Grade 1	17	50,479	51,756
Level 2 Cook 1, 2 and 3, Butcher, Kitchen Supervisor, General Services Officer Grade 2, General Services Officer Grade 3, Security Officer Grade 1	23	54,049	55,416
Level 3 Security Officer Grade 2, Assistant House Supervisor Supervisor, Security Officer Grade 3	31	57,920	59,385
Level 4 House Supervisor	44	65,160	66,809
Level 5 Manager Catering and Accommodation	70	83,506	85,619
Apprentice Cook (Per week)			
1st Year	-	535.60	549.15
2nd Year	-	706.90	724.80
3rd Year	-	874.40	896.50
4th Year	-	1,023.40	1,049.30
Other Rates and Allowances			
Qualification Commercial Cookery Trade Course Stage I (per annum)		940	964

Qualification			
Commercial Cookery Trade Course Stage II and III (per annum)		1,887	1,935.00
Broken Shift (per day)	-	15.87	16.25

Crown Employees (NSW Department of Premiers and Cabinet) Exhibition Project Managers and Officers Australian Museum Award

Exhibition Project Managers and Project Officers Australian Museum			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Exhibition Project Officer			
Skill Level 1	46	66,298	67,975
Skill Level 2	52	70,151	71,926
Skill Level 3	58	74,117	75,992
Skill Level 4	64	78,736	80,728
Skill Level 5	67	81,158	83,211
Skill Level 6	78	90,253	92,536
Skill Level 7	83	94,706	97,102
Skill Level 8	88	99,431	101,947
Exhibition Project Manager			
Year 1	95	106,672	109,371
Year 2	98	110,064	112,849
Year 3	102	114,428	117,323

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Fisheries Staff			
Administrative and Clerical Officers	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
General Scale			
Year 1	9	43,877	44,987
Year 2	17	50,479	51,756
Year 3	25	55,028	56,420
Year 4	32	58,481	59,961
Year 5	40	62,839	64,429
Fisheries Officers - Grade 1			
Year 1	52	70,151	71,926
Grade 2			
Year 1	58	74,117	75,992
Year 2	64	78,736	80,728
Grade 3			
Year 1	64	78,736	80,728
Year 2	67	81,158	83,211
District Fisheries Officer			
Year 1	78	90,253	92,536
Year 2	85	96,540	98,982
Supervising Fisheries Officer			
Year 1	101	113,343	116,211
Year 2	104	116,531	119,479
Clause 4 (i)(a) Fisheries Officers receive a salary loading of 13.7%			
Fisheries Scientific Technicians & Fisheries Maintenance Technician			
Grade 1			

Year 1	-	48,458	49,684
Year 2	-	51,714	53,022
Year 3	-	55,028	56,420
Year 4	-	58,243	59,717
Year 5	-	61,506	63,062
Year 6	-	64,762	66,400
Grade 2			
Year 1	-	67,367	69,071
Year 2	-	70,910	72,704
Year 3	-	74,458	76,342
Grade 3			
Year 1	-	78,002	79,975
Year 2	-	82,019	84,094
Year 3	-	88,453	90,691
Grade 4			
Year 1	-	90,056	92,334
Year 2	-	92,775	95,122
Year 3	-	95,539	97,956
Grade 5			
Year 1	-	99,042	101,548
Year 2	-	102,589	105,185
Year 3	-	106,672	109,371
Fish Hatchery Staff			
Assistant Manager			
Year 1	-	67,367	69,071
Year 2	-	70,910	72,704
Year 3	-	74,460	76,344
Manager			
Year 1	-	78,002	79,975
Year 2	-	82,019	84,094
Year 3	-	88,457	90,695
Clause 4 (i)(c) Fish Hatchery Staff receive a salary loading of 11.05%			
Senior Manager	-		
Year 1	-	157,529	161,514
Year 2	-	172,744	177,114
Other Rates and Allowances			
Brief Description			
Regional Dive Coordinator		2,248	2,305
Regional Dive Officer		1,578	1,618

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Geoscientists			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Geoscientists			
Grade I			
1st year of service	47	66,995	68,690
2nd year of service	51	69,445	71,202
3rd year of service	57	73,393	75,250
4th year of service	64	78,736	80,728
5th year of service	71	84,339	86,473
6th year of service and thereafter	77	89,215	91,472
Grade II			
1st year of service	82	93,791	96,164
2nd year of service	85	96,540	98,982

3rd year of service	89	100,431	102,972
4th year of service and thereafter	94	105,559	108,230
Senior			
1st year of service	97	108,874	111,629
2nd year of service	99	111,121	113,932
3rd year of service	102	114,428	117,323
4th year of service and thereafter	105	117,715	120,693
Principal			
1st year of service	111	124,901	128,061
2nd year of service and thereafter	114	128,547	131,799
Assistant Director, Geological Survey			
1st year of service	119	135,176	138,596
2nd year of service	124	142,087	145,682
3rd year of service and thereafter	128	148,270	152,021

Crown Employees (Department of Industry) Local Coordinator Allowance Award

	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Staff Administered by Local Office Coordinator		
Full Allowance -		
Up to three staff	2,557	2,675
Up to six staff	3,831	4,008
Up to ten staff	5,110	5,346
More than ten staff	7,667	8,021
Partial Allowance -		
Up to three staff	1,277	1,336
Up to six staff	1,915	2,003
Up to ten staff	2,557	2,675
More than ten staff	3,833	4,010

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Classification and Grades	Classification and Grade	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Inspector Grade 1				
Mine Safety Officer	Level 1	50	68,910	70,653
Inspector (Information and Analysis)	Level 2	57	73,393	75,250
Inspector (Mining)	Level 3	63	77,979	79,952
Inspector (Environment)	Level 4	69	82,690	84,782
	Level 5	75	87,493	89,707
	Level 6	80	91,964	94,291
	Level 7	92	103,351	105,966
	Level 8	102	114,428	117,323
	Level 9	112	126,120	129,311
Inspector Grade 2 –	Level 1		143,591	147,224
Inspector (Review, Enforcement and Systems)	Level 2		148,417	152,172
Inspector (Environment)	Level 3		153,137	157,011
Inspector (Mining)	Level 4		156,989	160,961
Mine Safety Officer	Level 5		162,212	166,316
	Level 6		166,203	170,408

Inspector Grade 3 - Inspector (Management and/or Systems)	Level 1		183,210	187,845
Inspector (Mining)	Level 2		189,996	194,803
Inspector (Environment)	Level 3		197,412	202,407
	Level 4		204,723	209,902
	Level 5		212,037	217,402
Inspector Grade 4- Regional Manager Grade 4	Level 1		214,907	220,344
Deputy Chief Inspector Grade 4	Level 2		222,871	228,510

Crown Employees (Department of Industry) Operational Staff Award

Operational Staff				
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$	
Junior				
Under 17	-	37,453	38,401	
at 17 years	-	45,475	46,626	
Grade 1				
Step 1	-	53,498	54,851	
Step 2	26	55,476	56,880	
Step 3	29	56,975	58,416	
Step 4	33	58,955	60,447	
Grade 2				
Step 1	36	60,601	62,134	
Step 2	39	62,325	63,902	
Step 3	43	64,679	66,315	
Step 4	46	66,298	67,975	
Grade 3				
Step 1	46	66,298	67,975	
Step 2	50	68,910	70,653	
Step 3	53	70,751	72,541	
Grade 4				
Step 1	56	72,751	74,592	
Step 2	60	75,588	77,500	
Step 3	63	77,979	79,952	
Grade 5				
Step 1	63	77,979	79,952	
Step 2	66	80,336	82,369	
Step 3	70	83,506	85,619	
Grade 6				
Step 1	73	85,938	88,112	
Step 2	76	88,457	90,695	
Step 3	80	91,964	94,291	
Apprentices Full-time (Weekly Rate)				
Year 1	-	535.80	549.35	
Year 2	-	706.90	724.80	
Year 3	-	900.60	923.40	
Year 4	-	1023.50	1,049.40	
Chokage, etc. (per day), allowance per day or part thereof	-	10.05	10.30	
Maintenance Operator - Licence and Registration Allowances (Per annum)				
Electricians Licence A Grade	-	2,786	2,856	
B Grade	-	1,498	1,536	
Registration Allowance	-	2,097	2,150	
(a) Plumber's Licence	-	2,754	2,824	

(b) Gasfitter's Licence	-	2,754	2,824
(c) Drainer's Licence	-	2,377	2,437
(d) Plumber's/Gasfitter's Licence	-	3,674	3,767
(e) Gasfitter's/Drainer's Licence	-	3,674	3,767
(f) Plumber's/Drainer's Licence	-	3,674	3,767
(g) Plumber's/Gasfitter's/Drainer's Licence	-	5,072	5,200
Leading Hand Allowance	-	2,429	2,490
Broken Shift (per day)	-	15.45	15.85
Occupational First Aid Per week)	-	27.50	28.20
First Aid Allowance (per week)	-	18.45	18.90
Refrigeration Allowance (per annum)	-	736	755

Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award

Casual Guide Lecturers - Museum of Applied Arts and Sciences			
Classification		1.7.21 Per hour 2.04% \$	1.7.22 Per hour 2.53% \$
Casual Guide Lecturer		49.06	50.30

Crown Employees (Department of Industry) Professional Officers Award

Professional Officers			
Classification and Grades	Salary Class	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1			
Year 1	46	66,298	66,418
Year 2	50	68,910	69,033
Year 3	56	72,751	72,882
Year 4	64	78,736	78,877
Year 5	70	83,506	83,656
Year 6	76	88,457	88,617
Grade 2			
Year 1	81	92,788	92,955
Year 2	84	95,539	95,711
Year 3	87	98,451	98,628
Year 4	91	102,403	102,587
Grade 3			
Year 1	95	106,672	106,863
Year 2	98	110,064	110,262
Year 3	100	112,255	112,457
Year 4	103	115,483	115,690
Grade 4			
Year 1	107	120,096	120,312
Year 2	110	123,693	123,915
Year 3	113	127,332	127,561
Grade 5			
Year 1	116	131,094	131,330
Year 2	118	133,712	133,952
Grade 6			
Year 1	121	137,826	138,074
Year 2	124	142,087	142,342
Grade 7			
Year 1	127	146,734	146,997

Year 2	130	151,609	151,882
Grade 8			
Year 1	132	159,015	159,301
Year 2	133	167,027	167,327
Grade 9			
Year 1	134	175,479	175,795
Year 2	135	184,361	184,692
OIC Veterinary Laboratory Allowance		7,823	7,837

Crown Employees (Department of Industry) Regulatory Officers Award

Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1, Year 1	29	56,975	58,416
Grade 1, Year 2	33	58,955	60,447
Grade 1, Year 3	37	61,179	62,727
Grade 2, Year 1	42	64,044	65,664
Grade 2, Year 2	50	68,910	70,653
Grade 2, Year 3	56	72,751	74,592
Grade 3, Year 1	62	77,073	79,023
Grade 3, Year 2	70	83,506	85,619
Grade 3, Year 3	74	86,621	88,813
Grade 4, Year 1	78	90,253	92,536
Grade 4, Year 2	81	92,788	95,136
Grade 5, Year 1	85	96,540	98,982
Grade 5, Year 2	88	99,431	101,947
Grade 6, Year 1	95	106,672	109,371
Grade 6, Year 2	98	110,064	112,849
Grade 7, Year 1	100	112,255	115,095
Grade 7, Year 2	103	115,483	118,405
Grade 8, Year 1	107	120,096	123,134
Grade 8, Year 2	110	123,693	126,822
Grade 8, Year 3	113	127,332	130,553
Allowances			
One person crossing relief allowance	-	6,109	6,264
One person crossing telephone allowance	-	3,018	3,094

Crown Employees (NSW Department of Premier and Cabinet) State Library Security Staff Award

Security Staff - State Library			
Classification		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
1st year of service		69,421	71,177
2nd year of service		71,896	73,715
3rd year of service		73,935	75,806
4th year of service		76,161	78,088

Crown Employees (Department of Industry) Technical Staff Award

Technical Staff			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Technical Assistant - Junior			
Under 17	n/a	27,739	28,441
Age 17	n/a	33,285	34,127
Age 18	n/a	38,833	39,815
Age 19	n/a	44,384	45,507
Age 20	n/a	49,930	51,193
Grade 1			
1st Year	26	55,476	56,880
2nd Year	29	56,975	58,416
3rd Year and thereafter	33	58,955	60,447
Grade 2			
1st Year	36	60,601	62,134
2nd Year and thereafter	39	62,325	63,902
Grade 3			
1st Year	43	64,679	66,315
2nd Year and thereafter	46	66,298	67,975
Technical Officer - Grade 1			
1st Year	46	66,298	67,975
2nd Year	50	68,910	70,653
3rd Year	53	70,751	72,541
4th Year and thereafter	56	72,751	74,592
Grade 2			
1st Year	64	78,736	80,728
2nd Year	67	81,158	83,211
3rd Year	70	83,506	85,619
4th Year and thereafter	76	88,457	90,695
Grade 3			
1st Year	81	92,788	95,136
2nd Year	84	95,539	97,956
3rd Year	87	98,451	100,942
4th Year and thereafter	91	102,403	104,994
Grade 4			
1st Year	95	106,672	109,371
2nd Year	98	110,064	112,849
3rd Year	100	112,255	115,095
4th Year and thereafter	103	115,483	118,405
Grade 5			
1st Year	107	120,096	123,134
2nd Year	110	123,693	126,822
3rd Year and thereafter	113	127,332	130,553
Technical Co-ordinator Allowance	-	2,979	3,054

Crown Employees (NSW Police Administrative Officers and Temporary Employees) Award 2009

Administrative Officer and Temporary Employee Classifications		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Armourer, Police		
1st year of service	77,979	79,952
2nd year of service	79,398	81,407
3rd year of service	81,158	83,211
4th year of service and thereafter	82,690	84,782
Senior Armourer, Police		
1st year of service	86,621	88,813
2nd year of service	88,457	90,695
3rd year of service and thereafter	90,975	93,277
Administrative and Clerical Clerks General Scale		
Clerks General Scale step 1	32,102	32,914
Clerks General Scale step 2	36,430	37,352
Clerks General Scale step 3	38,723	39,703
- 1st year of service or 18 years		
Clerks General Scale step 4	43,877	44,987
Minimum for:		
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age		
- employee with Higher School Certificate Qualification at 19 years of age		
Clerks General Scale step 5	46,835	48,020
Minimum for:		
- employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age		
- employee 20 years of age		
Clerks General Scale step 6	50,479	51,756
Minimum for employee 21 years of age		
Clerks General Scale step 7	51,856	53,168
Clerks General Scale step 8	54,049	55,416
Clerks General Scale step 9	55,028	56,420
Clerks General Scale step 10	56,394	57,821
Clerks General Scale step 11	58,481	59,961
Clerks General Scale step 12	60,601	62,134
Clerks General Scale step 13	62,839	64,429
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	65,526	67,184
Grade 1		
1st year of service	66,298	67,975
Thereafter	68,246	69,973
Grade 2		
1st year of service	70,151	71,926
Thereafter	72,077	73,901
Grade 3		
1st year of service	74,117	75,992
Thereafter	76,353	78,285
Grade 4		
1st year of service	78,736	80,728
Thereafter	81,158	83,211

Grade 5		
1st year of service	87,493	89,707
Thereafter	90,253	92,536
Grade 6		
1st year of service	93,791	96,164
Thereafter	96,540	98,982
Grade 7		
1st year of service	99,431	101,947
Thereafter	102,403	104,994
Grade 8		
1st year of service	106,672	109,371
Thereafter	110,064	112,849
Grade 9		
1st year of service	113,343	116,211
Thereafter	116,531	119,479
Grade 10		
1st year of service	121,288	124,357
Thereafter	124,901	128,061
Grade 11		
1st year of service	131,094	134,411
Thereafter	136,652	140,109
Grade 12		
1st year of service	145,211	148,885
Thereafter	151,609	155,445
Clinical Pharmacologist	164,594	168,758
Computer Systems Officer (CSO)		
CSO Level 1 - Non Graduate		
Year 1A	38,723	39,703
Year 1B	46,835	48,020
Year 1C	50,479	51,756
Year 1D	51,856	53,168
Year 1E	54,049	55,416
Year 1F	55,028	56,420
Year 2	58,480	59,960
Year 3	68,246	69,973
Year 4	72,077	73,901
CSO Level 1 - Graduate		
Year 1A (Any degree)	58,481	59,961
Year 1B (Degree - Computer Sciences)	60,601	62,134
Year 2	68,254	69,981
Year 3	72,077	73,901
CSO Level 2		
Year 1	76,353	78,285
Year 2	81,158	83,211
Year 3	90,253	92,536
CSO Level 3		
Year 1	93,791	96,164
Year 2	96,540	98,982
Year 3	99,431	101,947
Year 4	102,403	104,994
Year 5	106,672	109,371
Year 6	110,064	112,849
CSO Level 4		
Year 1	113,343	116,211
Year 2	116,531	119,479
Year 3	121,288	124,357
Year 4	124,901	128,061

CSO Level 5		
Year 1	131,094	134,411
Year 2	136,652	140,109
CSO Level 6		
Year 1	145,211	148,885
Year 2	151,609	155,445
Departmental Professional Officer		
Grade I -		
1st year of service	66,298	67,975
2nd year of service	68,910	70,653
3rd year of service	72,751	74,592
4th year of service	77,979	79,952
5th year of service	83,506	85,619
6th year of service and thereafter	88,457	90,695
Grade II -		
1st year of service	92,788	95,136
2nd year of service	95,539	97,956
3rd year of service	98,451	100,942
4th year of service and thereafter	102,403	104,994
Grade III -		
1st year of service	106,672	109,371
2nd year of service	110,064	112,849
3rd year of service	112,255	115,095
4th year of service and thereafter	116,531	119,479
Grade IV -		
1st year of service	121,288	124,357
2nd year of service and thereafter	123,693	126,822
Grade V -		
1st year of service	128,547	131,799
2nd year of service and thereafter	131,094	134,411
Grade VI -		
1st year of service	135,176	138,596
2nd year of service and thereafter	137,826	141,313
Grade VII -		
1st year of service	142,087	145,682
2nd year of service and thereafter	145,211	148,885
Grade VIII -		
1st year of service	149,936	153,729
2nd year of service and thereafter	151,609	155,445
Director of Music (Police Band)		
1st year	90,253	92,536
2nd year	92,788	95,136
3rd year	95,539	97,956
4th year	98,451	100,942
5th year and thereafter	101,427	103,993
Loading		
1st year	9,025	9,253
2nd year	9,278	9,513
3rd year	9,554	9,796
4th year	9,846	10,095
5th year and thereafter	10,144	10,401
Car Drivers		
Driver/General Assistant	58,955	60,447
Departmental - Driver/Assistant	62,325	63,902
Police Executive Driver/Assistant		
1st year and thereafter	62,288	63,864
All incidence of employment allowance	57,638	59,096
Clothing Allowance \$600 per annum		

Driving Instructor		
1st year	81,751	83,819
2nd year	82,690	84,782
3rd year and thereafter	85,057	87,209
Engineer		
Grade I Diplomate Experience Since Qualifying		
In first year	66,298	67,975
After one year	68,910	70,653
After two years	72,751	74,592
After three years	77,979	79,952
After four years	83,506	85,619
After five years	88,457	90,695
Grade I Graduate Experience Since Qualifying		
In first year	68,910	70,653
After one year	72,751	74,592
After two years	77,979	79,952
After three years	83,506	85,619
After four years	88,457	90,695
Grade II		
1st year of service	93,791	96,164
2nd year of service	97,404	99,868
3rd year of service	100,431	102,972
4th year of service and thereafter	103,351	105,966
Grade III		
1st year of service	108,874	111,629
2nd year of service	112,255	115,095
3rd year of service	116,531	119,479
4th year of service and thereafter	120,096	123,134
Grade IV		
1st year of service	126,120	129,311
2nd year of service	129,819	133,103
3rd year of service and thereafter	132,395	135,745
Grade V		
1st year of service	137,826	141,313
2nd year of service and thereafter	140,541	144,097
Grade VI		
1st year of service	143,651	147,285
2nd year of service and thereafter	146,734	150,446
Groom, Mounted Police		
1st year	49,238	50,484
2nd year and there after	50,975	52,265
Imaging Technician		
1st year	74,117	75,992
2nd year	76,353	78,285
3rd year	78,736	80,728
4th year and thereafter	81,158	83,211
Interpreters and Translators		
Interpreter/Translator		
Year 1	72,751	74,592
Year 2	77,979	79,952
Year 3	83,506	85,619
Year 4	88,457	90,695
Year 5	92,788	95,136
Senior Interpreter/Translator		
Year 1	95,539	97,956
Year 2	98,451	100,942
Year 3	102,403	104,994

Legal Officers		
Grade I		
1st year of service	69,445	71,202
2nd year of service	72,077	73,901
3rd year of service	74,117	75,992
4th year of service	76,353	78,285
5th year of service	79,398	81,407
Grade II		
1st year of service	85,938	88,112
2nd year of service	90,253	92,536
3rd year of service	95,539	97,956
4th year of service	100,431	102,972
5th year of service	104,437	107,079
Grade III		
1st year of service	110,064	112,849
2nd year of service	113,343	116,211
3rd year of service	117,715	120,693
Grade IV		
1st year of service	126,120	129,311
2nd year of service	128,547	131,799
Grade V		
1st year of service	135,176	138,596
2nd year of service	137,826	141,313
Grade VI		
1st year of service	145,211	148,885
2nd year of service	148,270	152,021
Librarians and Archivists		
Grade 1		
Year 1	66,298	67,975
Year 2	70,151	71,926
Year 3	74,117	75,992
Year 4	78,736	80,728
Year 5	82,690	84,782
Year 6	86,621	88,813
Grade 2		
Year 1	90,253	92,536
Year 2	93,791	96,164
Year 3	98,451	100,942
Year 4	102,403	104,994
Grade 3		
Year 1	107,789	110,516
Year 2	111,121	113,932
Year 3	115,483	118,405
Year 4	120,096	123,134
Grade 4		
Year 1	123,693	126,822
Year 2	127,332	130,553
Year 3	131,094	134,411
Year 4	135,176	138,596
Grade 5		
Year 1	138,993	142,510
Year 2	143,651	147,285
Year 3	148,270	152,021
Year 4	153,301	157,180
Library Assistant		
Year 1	51,856	53,168
Year 2	55,028	56,420
Year 3	58,481	59,961
Year 4	62,839	64,429

Year 5	65,160	66,809
Library Technician		
Grade 1		
Year 1	66,298	67,975
Year 2	70,151	71,926
Year 3	74,117	75,992
Year 4	78,736	80,728
Grade 2		
Year 1	87,493	89,707
Year 2	90,253	92,536
Year 3	93,791	96,164
Year 4	98,451	100,942
Maintenance Officer Trades	78,736	80,728
Manager Trades		
1st year	110,064	112,849
2nd year and there after	111,121	113,932
On call Allowance (per hour)	1.02	1.05
Assistant Manager Trades		
1st year	90,253	92,536
2nd year and there after	91,964	94,291
On call Allowance (per hour)	1.02	1.05
Pathology Exhibit Courier	6,0601	62,134
Photogrammetrist		
General Scale		
1st year	38,723	39,703
2nd year	46,835	48,020
3rd year	50,479	51,756
4th year	51,856	53,168
5th year	54,049	55,416
6th year	55,028	56,420
7th year	56,394	57,821
8th year	58,481	59,961
9th year	60,601	62,134
10th year	62,839	64,429
11th year	66,298	67,975
12th year	68,246	69,973
13th year	70,151	71,926
14th year	72,077	73,901
Officer with HSC aged 19 and over paid not less than	43,877	44,987
Class 1		
1st year	74,117	75,992
2nd year	76,353	78,285
3rd year	78,736	80,728
4th year	81,158	83,211
Class 2		
1st year	87,493	89,707
2nd year	90,253	92,536
Class 3		
1st year	93,791	96,164
2nd year	96,540	98,982
Class 4		
1st year	99,431	101,947
2nd year	102,403	104,994
Class 5		
1st year	1066,72	109,371
2nd year	110,064	112,849

Class 6		
1st year	113,343	116,211
2nd year	116,531	119,479
Class 7		
1st year	121,288	124,357
2nd year	124,901	128,061
Public Relations Officer		
Assistant Publicity Officers		
1st year of service	74,893	76,788
2nd year of service	77,073	79,023
Publicity Officers		
1st year of service	82,690	84,782
2nd year of service	85,057	87,209
3rd year of service and thereafter	86,621	88,813
Public Relations Officer		
Grade II		
1st year of service	98,451	100,942
2nd year of service	100,431	102,972
3rd year of service and thereafter	102,403	104,994
Grade I		
1st year of service	115,483	118,405
2nd year of service	117,715	120,693
3rd year of service and thereafter	120,096	123,134
Allowance in lieu of overtime (per annum)	14,575	14,944
Radio Technician,		
1st year of service	66,995	68,690
2nd year of service	67,552	69,261
3rd year of service and thereafter	68,910	70,653
Radio Technician, Senior		
1st year of service	73,393	75,250
2nd year of service and thereafter	74,117	75,992
Scientific Officer		
Grade I		
1st year of service	66,298	67,975
2nd year of service	68,910	70,653
3rd year of service	72,751	74,592
4th year of service	77,979	79,952
5th year of service	83,506	85,619
6th year of service and thereafter	88,457	90,695
Grade II		
1st year of service	92,788	95,136
2nd year of service	95,539	97,956
3rd year of service	98,451	100,942
4th year of service and thereafter	102,403	104,994
Grade III		
1st year of service	106,672	109,371
2nd year of service	110,064	112,849
3rd year of service and thereafter	112,255	115,095
Grade IV		
1st year of service	117,715	120,693
2nd year of service	121,288	124,357
3rd year of service and thereafter	123,694	126,823
Grade V		
1st year of service	128,547	131,799
2nd year of service and thereafter	132,395	135,745
Grade VI		
1st year of service	136,652	140,109
2nd year of service	140,541	144,097

Senior Officers		
Grade 1		
Year 1	169,638	173,930
Year 2	182,789	187,414
Grade 2		
Year 1	185,883	190,586
Year 2	198,988	204,022
Grade 3		
Year 1	205,647	210,850
Year 2	225,741	231,452
Stenographers and Machine Operators (Present Occupants Only)		
1st year (up to 17 years)	28,760	29,488
2nd year (or 17 years)	34,141	35,005
3rd year (or 18 years)	38,723	39,703
4th year (or 19 years)	43,877	44,987
5th year (or 20 years)	46,411	47,585
6th year (or 21 years)	51,420	52,721
7th year	52,837	54,174
8th year	54,580	55,961
9th year	58,955	60,447
10th year	59,990	61,508
11th year	61,687	63,248
12th year	62,839	64,429
Grade 1		
1st year	66,298	67,975
2nd year	68,246	69,973
Grade 2		
1st year	70,151	71,926
2nd year	72,077	73,901
Grade 3		
1st year	74,117	75,992
2nd year	76,353	78,285
Stores Officers		
Grade 1		
1st year of service	57,920	59,385
2nd year of service and thereafter	58,955	60,447
Grade 2		
1st year of service	59,508	61,014
2nd year of service and thereafter	59,990	61,508
Grade 3		
1st year of service	60,601	62,134
2nd year of service and thereafter	61,179	62,727
Grade 4		
1st year of service	62,325	63,902
2nd year of service	63,544	65,152
3rd year of service and thereafter	63,544	65,152
Technical Officer		
Grade 1		
1st year of service	67,552	69,261
2nd year of service	69,445	71,202
3rd year of service	71,369	73,175
4th year of service	72,751	74,592
5th year of service	74,893	76,788
Grade 2		
1st year of service	78,736	80,728
2nd year of service	80,336	82,369
3rd year of service	81,751	83,819
4th year of service	83,506	85,619

Grade 3		
1st year of service and thereafter	89,215	91,472
Senior Technical Officer		
Grade 1		
1st year of service	87,493	89,707
2nd year of service	89,215	91,472
3rd year of service	91,964	94,291
Grade 2		
1st year of service	94,706	97,102
2nd year of service	97,404	99,868
Grade 3	101,427	103,993
Technical Officer, Maintenance Services	92,788	95,136
Technician		
Class 1		
1st year of service	62,839	64,429
2nd year of service	64,678	66,314
Class 2		
1st year of service	68,246	69,973
2nd year of service	70,151	71,926
Class 3		
1st year of service	74,117	75,992
2nd year of service	75,588	77,500
Class 4		
1st year of service	77,073	79,023
2nd year of service	77,979	79,952
Transport Officer	63,544	65,152
Transport Officer, Mechanical		
Year 1	74,117	75,992
Year 2	74,893	76,788
Year 3	75,588	77,500
Year 4	76,353	78,285
Uniform Fitter and Advisory Officer	61,179	62,727
Allowances		
On call allowances (per hour)	1.02	1.05
Community Language Allowance Scheme (per annum)		
Base level rate	1,482	1,519
Higher level rate	2,229	2,285
Flying Allowance (per hour)	22.32	22.88
First Aid Allowance (per annum)		
Holders of basic qualification	955	979
Holders of current occupational first aid certificate	1,435	1,471

Crown Employees (NSW Police Force Communications Officers) Award

Communications Officer - NSW Police Force Classifications	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Communications Officer			
Trainee	35	59,990	61,508
1st year	40	62,839	64,429
2nd year	46	66,298	67,975
3rd year	49	68,246	69,973
4th year	55	72,077	73,901
5th year	58	74,117	75,992
Senior Communications Officer			
1st year	64	78,736	80,728
2nd year	67	81,158	83,211

Shift Co-ordinators			
1st year	75	87,493	89,707
2nd year	78	90,253	92,536
3rd year	82	93,791	96,164
4th year	85	96,540	98,982
Radio and Communications Operators			
4th year	52	70,151	71,926
5th year	55	72,077	73,901

Crown Employees (NSW Police Force Police Band) Award 2018

Special Constables (Police Bands) NSW Police Force			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Bandsperson			
1st year of service	41	63,544	65,152
2nd year of service	43	64,679	66,315
3rd year of service	45	65,793	67,458
4th year of service	47	66,995	68,690
5th year of service	52	70,151	71,926
6th year of service and thereafter	54	71,369	73,175
Senior Special Constable	-	74,055	75,929
Allowance - Doubling		1,178	1,208

Crown Employees (NSW Police Force Special Constables) (Security) Award 2018

Special Constables (Security) NSW Police Force		
Classification and Grades	1.7.21 Per week 2.04% \$	1.7.22 Per week 2.53% \$
Special Constable (Security)		
1st year of service	1,062.60	1,089.50
2nd year of service	1,080.60	1,107.90
3rd year of service and thereafter	1,101.50	1,129.40
Special Constable (Security) First Class		
1st year of service and thereafter	1,120.40	1,148.70
Senior Special Constable (Security)		
1st year of service	1,199.10	1,229.40
2nd year of service and Thereafter	1,226.30	1,257.30
Special Constable (Security), Field Supervisor		
1st year of service	1,372.10	1,406.80
2nd year of service and Thereafter	1,401.50	1,437.00
Other rates and allowances		
Full time Special Constables (Security) Monday to Friday Shift Allowance	72.45	74.30
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	204.75	209.95

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award 2021

Environment Officers - Department of Environment and Climate Change New South Wales		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Class 1	39,098	40,087
1		
2	47,233	48,428
3	51,843	53,155
4	55,013	56,405
5	57,447	58,900
6	60,580	62,113
7	66,942	68,636
Class 2		
1	66,942	68,636
2	68,910	70,653
3	70,738	72,528
4	73,380	75,237
Class 3		
1	70,738	72,528
2	73,380	75,237
3	77,050	78,999
4	79,369	81,377
Class 4		
1	77,050	78,999
2	79,369	81,377
3	82,666	84,757
4	85,913	88,087
Class 5		
1	82,666	84,757
2	85,913	88,087
3	89,194	91,451
4	91,939	94,265
Class 6		
1	89,194	91,451
2	91,939	94,265
3	95,516	97,933
4	98,419	100,909
Class 7		
1	95,516	97,933
2	98,419	100,909
3	101,396	103,961
4	105,532	108,202
Class 8		
1	101,396	103,961
2	105,532	108,202
3	108,841	111,595
4	114,396	117,290
Class 9		
1	108,841	111,595
2	114,396	117,290
3	117,684	120,661
4	121,247	124,315

Class 10		
1	117,684	120,661
2	121,247	124,315
3	126,084	129,274
4	129,780	133,063
Class 11		
1	126,084	129,274
2	129,780	133,063
3	133,665	137,047
4	138,953	142,469
Class 12		
1	133,665	137,047
2	138,953	142,469
3	143,615	147,248
4	146,698	150,409
Class 13		
1	143,615	147,248
2	146,698	150,409
3	151,563	155,398
4	153,830	157,722
Class 14		
1	151,563	155,398
2	153,830	157,722
3	160,955	165,027
4	168,085	172,338
Class 15		
1	160,955	165,027
2	168,085	172,338
3	175,212	179,645
4	182,333	186,946
Other Rates and Allowances - Brief Description		
AHIS weekly allowance:		
inconvenience and 6 incoming calls after/before normal working hours	504.60	517.35
For each call above 6 incoming calls in an AHIS roster period; not limited	24.65	25.25
Extra per public holiday falling on a weekday	154.75	158.65
Out of hours disturbance (AHIS Supervising Officers)	49.75	51.00

**Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service)
Conditions of Employment Award 2015**

Ranger Classifications		
Classification and Grades	1.7.21 Per annum 2.50% \$	1.7.22 Per annum 2.53% \$
Trainee Rangers		
1st year of service	59,381	60,883
2nd year of service	60,447	61,976
3rd year of service	62,269	63,844
4th year of service	63,385	64,989
5th year of service	64,044	65,664
6th year of service	64,971	66,615
Rangers		
Grade 1		
1st level	64,971	66,615
2nd level	67,527	69,235
3rd level	71,294	73,098
4th level	76,412	78,345

5th level	84,221	86,352
6th level	89,150	91,405
Grade 2		
1st year	90,925	93,225
2nd year	93,624	95,993
3rd year	96,473	98,914
4th year	100,353	102,892
Senior Ranger		
1st year & thereafter	107,854	110,583
Assistant District Manager		
Grade 1	111,068	113,878
Grade 2	118,853	121,860
Grade 3	128,462	131,712
Grade 4	133,909	137,297
District Manager		
Grade 1	114,195	117,084
Grade 2	122,400	125,497
Grade 3	133,909	137,297
Grade 4	142,300	145,900
Grade 5	148,569	152,328
Project/Research Officer Classification		
Grade 1		
1st year	67,287	68,989
2nd year	69,446	71,203
3rd year	75,756	77,673
4th year	81,679	83,745
5th year	87,560	89,775
Grade 2*		
1st year	93,791	96,164
2nd year	96,535	98,977
3rd year	99,431	101,947
Grade 3*		
1st year	104,437	107,079
2nd year	107,789	110,516
3rd year	111,127	113,939
4th year	113,340	116,208
Grade 4*		
1st year	114,425	117,320
2nd year	117,715	120,693
Grade 5		
1st year	123,688	126,817
2nd year	128,934	132,196
Grade 6		
1st year	137,008	140,474
2nd year	138,446	141,949
* Progression criteria applies		
Project Officer (Aboriginal Positions)		
Grade 1		
1st year	67,287	68,989
2nd year	69,446	71,203
3rd year	75,756	77,673
4th year	81,679	83,745
5th year	87,560	89,775
Grade 2*		
1st year	93,791	96,164
2nd year	96,535	98,977
3rd year	99,431	101,947

Grade 3*		
1st year	104,437	107,079
2nd year	107,789	110,516
3rd year	111,127	113,939
4th year	113,340	116,208
Grade 4*		
1st year	114,425	117,320
2nd year	117,715	120,693
Grade 5		
1st year	123,688	126,817
2nd year	128,934	132,196
Grade 6		
1st year	137,008	140,474
2nd year	138,446	141,949
*Progression criteria applies		
Field Officer Classification		
Field Officer Base Grade 1/2		
Employees Engaged on or after 1 July 2007		
Grade 1		
Year 1	51,038	52,329
Year 2	52,327	53,651
Grade 2		
Year 1	53,534	54,888
Year 2	56,030	57,448
Field Officer Grade 1/4		
Employees Engaged on or after 1 July 2007		
Grade 1		
1st year	51,038	52,329
2nd year	52,327	53,651
Grade 2		
1st year	53,534	54,888
2nd year	56,030	57,448
Grade 3 (A)		
1st year	63,934	65,552
2nd year	65,062	66,708
Grade 4 (A)		
1st year	66,883	68,575
2nd year	68,090	69,813
Field Officer Grade B3/B4		
Employees engaged on or before 30 June 2007		
Grade 3 (B)		
1st year	63,934	65,552
2nd year	65,062	66,708
Grade 4 (B)		
1st year	66,883	68,575
2nd year	68,090	69,813
Senior Field Officer and Senior Field Officer (Plant)		
Grade 1		
1st year	69,604	71,365
2nd year	70,786	72,577
Grade 2		
1st year	72,218	74,045
2nd year	73,729	75,594
Field Supervisor		
Classification and Grades		
Grade 1		
1st year	76,259	78,188
2nd year	78,007	79,981

Grade 2		
1st year	79,754	81,772
2nd year	81,503	83,565
Senior Field Supervisor Classification and Grades		
Grade 1		
1st year	88,424	90,661
2nd year	90,596	92,888
Grade 2		
1st year	92,771	95,118
2nd year	94,942	97,344

Crown Employees (Department of Customer Service - SafeWork NSW Inspectors 2007) Reviewed Award

Inspectors - WorkCover Authority			
Classification		1.7.21 Per annum 2.50% \$	1.7.22 Per annum 2.53% \$
Inspectorial Stream	Managerial Stream		
Progression Level			
Level 1		101,856	104,433
Level 2		104,645	107,293
Level 3		110,602	113,400
Senior Inspector 1		114,925	117,833
Senior Inspector 2		116,005	118,940
Principal Inspector 1	District Coordinator 1	118,367	121,362
Principal Inspector 2		119,476	122,499
	District Coordinator 2	120,708	123,762
Assistant State		124,923	128,084
Inspector 1			
Assistant State		126,099	129,289
Inspector 2			
State Inspector 1	Team Coordinator 1	133,419	136,795
State Inspector 2		134,673	138,080
	Team Coordinator 2	136,058	139,500
	State Coordinator 1	139,702	143,236
	State Coordinator 2	141,020	144,588
	Team Manager 1	157,265	161,244
	Team Manager 2	173,740	178,136

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016

Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Horticultural Apprentice Year 1	-	29,607	30,356
Horticultural Apprentice Year 2	-	39,476	40,475
Horticultural Apprentice Year 3	-	49,346	50,594
Horticultural Apprentice Year 4	27	55,922	57,337
Level 1	15	48,677	49,909
Level 2, Year 1 (Minimum)	23	54,049	55,416
Level 2, (Maximum)	26	55,476	56,880
Level 3 Year 1, (Minimum)	30	57,461	58,915
Level 3, (Maximum)	34	59,508	61,014

Level 4, Year 1, (Minimum)	38	61,687	63,248
Level 4, (Maximum)	41	63,544	65,152
Level 5, Year 1, (Minimum)	45	65,793	67,458
Level 5, (Maximum)	48	67,552	69,261
Level 6, Year 1, (Minimum)	51	69,445	71,202
Level 6, (Maximum)	54	71,369	73,175
Level 7, Year 1, (Minimum)	57	73,393	75,250
Level 7, (Maximum)	60	75,588	77,500
Level 8, Year 1, (Minimum)	63	77,979	79,952
Level 8, (Maximum)	67	81,158	83,211
Level 9, Year 1, (Minimum)	71	84,339	86,473
Level 9, (Maximum)	75	87,493	89,707
Level 10, Year 1, (Minimum)	78	90,253	92,536
Level 10, (Maximum)	81	92,788	95,136
Level 11, Year 1, (Minimum)	89	100,431	102,972
Level 11, (Maximum)	95	106,672	109,371
Level 12, Year 1, (Minimum)	109	122,493	125,592
Level 12, (Maximum)	112	126,120	129,311
Level 13, Year 1, (Minimum)	115	129,819	133,103
Level 13, (Maximum)	118	133,712	137,095
Level 14, Year 1, (Minimum)	121	137,826	141,313
Level 14, (Maximum)	124	142,087	145,682
Level 15, Year 1, (Minimum)	127	146,734	150,446
Level 15, (Maximum)	130	151,609	155,445

Crown Employees (Parliament House Conditions of Employment) Award 2015

Allowances	1.7.21 2.04% \$	1.7.22 2.53% \$
Allowance in lieu of overtime		
Sessional Staff Above Clerk Grade 8 (per occasion)	421.90	432.55

Crown Employees (Physiotherapists, Occupation Therapists, Speech Pathologists and Music Therapists) Award

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists			
Classification and Grade	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Physiotherapists - Grade 1			
1st year of service	46	66,298	67,975
2nd year of service	50	68,910	70,653
3rd year of service	56	72,751	74,592
4th year of service	63	77,979	79,952
5th year of service	70	83,506	85,619
6th year of service	76	88,457	90,695
7th year of service	81	92,788	95,136
Grade 2	85	96,540	98,982
Grade 3	92	103,351	105,966
Grade 4	95	106,672	109,371
Grade 5	98	110,064	112,849
Grade 6	100	112,255	115,095
Grade 7	103	115,483	118,405

Occupational Therapists			
Grade 1			
1st year of service	46	66,298	67,975
2nd year of service	50	68,910	70,653
3rd year of service	56	72,751	74,592
4th year of service	63	77,979	79,952
5th year of service	70	83,506	85,619
6th year of service	76	88,457	90,695
7th year of service	81	92,788	95,136
Grade 2	85	96,540	98,982
Grade 3	92	103,351	105,966
Grade 4	95	106,672	109,371
Grade 5	98	110,064	112,849
Grade 6	100	112,255	115,095
Speech Pathologist -			
Grade 1			
1st year of service	46	66,298	67,975
2nd year of service	50	68,910	70,653
3rd year of service	56	72,751	74,592
4th year of service	63	77,979	79,952
5th year of service	70	83,506	85,619
6th year of service	76	88,457	90,695
7th year of service	81	92,788	95,136
Grade 2	85	96,540	98,982
Grade 3	92	103,351	105,966
Grade 4	95	106,672	109,371
Grade 5	98	110,064	112,849
Music Therapists			
1st year of service	31	57,920	59,385
2nd year of service	38	61,687	63,248
3rd year of service	43	64,679	66,315
4th year of service	49	68,246	69,973
5th year of service	54	71,369	73,175
6th year of service	59	74,893	76,788
7th year of service	63	77,979	79,952
Sole Allowance - 3(ii)(a)		2,789	2,860
Part-time Student Unit			
Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)		10.12	10.38

Crown Employees (Planning Officers) Award 2021

Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Student Planner			
Year 1	CSP 23	54,049	55,416
Year 2	CSP 28	56,394	57,821
Year 3	CSP 32	58,,481	59,961
Year 4	CSP 40	62,839	64,429
Planning Officer (Professional)			
Level 1(a)			
Year 1	CSP 59	74,893	76,788
Year 2	CSP 69	82,690	84,782
Year 3	CSP 76	88,457	90,695
Year 4	CSP 80	91,964	94,291
Year 5	CSP 84	95,539	97,956

Soft barrier progression (clause 4.7.2)			
Level 1(b)			
Year 1	CSP 90	101,427	103,993
Year 2	CSP 94	105,559	108,230
Year 3	CSP 97	108,874	111,629
Year 4	-	114,291	117,183
Level 2			
Year 1	CSP 108	121,288	124,357
Year 2	-	124,804	127,962
Year 3	CSP115	129,819	133,103
Level 3			
Year 1	CSP 117	132,395	135,745
Year 2	-	137,946	141,436
Year 3	CSP 124	142,087	145,682
Soft barrier progression (clause 4.9.2)			
Year 4	CSP 128	148,270	152,021
Year 5	-	154,181	158,082
Level 4			
Year 1	-	169,984	174,285
Year 2	-	177,106	181,587
Year 3	-	184,371	189,036
Level 5			
Year 1	-	194,157	199,069
Year 2	-	198,988	204,022

Crown Employees (Psychologists) Award

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Psychologist -		
1st year	69,681	71,444
2nd year	73,451	75,309
3rd year	77,215	79,169
4th year	81,923	83,996
5th year	86,634	88,826
6th year	91,343	93,654
7th year	96,051	98,481
8th year	99,819	102,344
9th year and thereafter	103,582	106,203
Senior Psychologist -		
1st year	109,234	111,998
2nd year	113,944	116,827
3rd year and thereafter	118,650	121,652
Specialist Psychologist -		
1st year	99,819	102,344
2nd year	105,464	108,132
3rd year	111,117	113,928
4th year	116,767	119,721
5th year and thereafter	122,413	125,510
Senior Specialist Psychologist -		
1st year	128,066	131,306
2nd year	131,832	135,167
3rd year and thereafter	135,602	139,033
Chief Psychologist -		
1st year	142,159	145,756

Principal Psychologist - 1st year and thereafter	154,433	158,340
Environmental Allowance (Corrective Services and Juvenile Justice)	3,190	3,271

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Allowances	1.7.21 2.04% \$	1.7.22 2.53% \$
On call allowance	1.02	1.05
Community Language Allowance Scheme		
Base level rate	1,482	1,519
Higher level rate	2,229	2,285
Flying Allowance	22.20	22.80
First Aid Allowance		
Holders of basic qualification	955	979
Holders of current occupational first aid certificate	1,434	1,470

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Table 1 – Full Time Weekly Wage Rates (Effective from the first full pay period to commence on or after 1 July 2022)

Skill Levels

Diploma	Skill Level A	Skill Level B	Skill Level C
	Arts Administration Business (Office Administration) Clerical Administrative Skills Communications (Call Centres) Financial Services Information Technology Public Administration Sport and Recreation	Laboratory Operations Horticulture Tourism Operations Retail Operations Hospitality Operations	Rural Skills

Diploma - Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	1.7.21 Per hour 2.04% \$	1.7.22 Per hour 2.53% \$
Trainee - Diploma Level	761.00	780.30
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 Skill Level A:		
Highest Year of Schooling Completed		
Year 10		
School leaver	335.90	344.40
Plus 1 year out of school	370.30	379.70
Plus 2 years	444.00	455.20
Plus 3 years	517.80	530.90
Plus 4 years	600.70	615.90
Plus 5 years or more	687.10	704.50
Year 11		
School leaver	370.00	379.40

Plus 1 year out of school	444.00	455.20
Plus 2 years	517.80	530.90
Plus 3 years	600.70	615.90
Plus 4 years	687.10	704.50
Plus 5 years or more	687.10	704.50
Year 12		
School leaver	444.00	455.20
Plus 1 year out of school	517.80	530.90
Plus 2 years	600.70	615.90
Plus 3 years	687.10	704.50
Plus 4 years	687.10	704.50
Plus 5 years or more	687.10	704.50
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 Skill Level B:		
Highest Year of Schooling Completed		
Year 10		
School leaver	335.90	344.40
Plus 1 year out of school	370.00	379.40
Plus 2 years	430.30	441.20
Plus 3 years	495.10	507.60
Plus 4 years	581.50	596.20
Plus 5 years or more	662.90	679.70
Year 11		
School leaver	370.20	379.60
Plus 1 year out of school	430.30	441.20
Plus 2 years	495.10	507.60
Plus 3 years	581.50	596.20
Plus 4 years	662.90	679.70
Plus 5 years or more	662.90	679.70
Year 12		
School leaver	430.30	441.20
Plus 1 year out of school	495.10	507.60
Plus 2 years	581.50	596.20
Plus 3 years	662.90	679.70
Plus 4 years	662.90	679.70
Plus 5 years or more	662.90	679.70
Skill Level C		
Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:		
Highest Year of Schooling Completed		
Year 10		
School leaver	370.20	379.60
Plus 1 year out of school	426.30	437.10
Plus 2 years	479.80	491.90
Plus 3 years	534.30	547.80
Plus 4 years	598.20	613.30
Plus 5 years or more	598.20	613.30
Year 11		
School leaver	426.30	437.10
Plus 1 year out of school	479.80	491.90
Plus 2 years	534.30	547.80
Plus 3 years	598.20	613.30
Plus 4 years	598.20	613.30
Plus 5 years or more	598.20	613.30
Year 12		
School leaver	370.20	379.60
Plus 1 year out of school	426.30	437.10
Plus 2 years	479.80	491.90
Plus 3 years	534.30	547.80

Plus 3 years	598.20	613.30
Plus 4 years	598.20	613.30
Plus 5 years or more	598.20	613.30
School-Based Traineeships Skill Levels A, B and C		
Year of Schooling		
Year 11	335.9	344.40
Year 12	374.6	384.10
The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.		

Table 2 – Hourly Wage Rates

These rates should be read in conjunction with clause 10 of the Crown Employees (Public Service Training Wage) Reviewed Award

Trainees who have left school:

Diploma - Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level:

Classification	1.7.21 Per hour 2.04% \$	1.7.22 Per hour 2.53% \$
Trainee Diploma Level part-time	27.12	27.81
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 Skill Level A:		
Highest Year of Schooling Completed		
Year 10		
School leaver	12.08	12.39
Plus 1 year out of school	13.20	13.53
Plus 2 years	15.97	16.37
Plus 3 years	18.42	18.89
Plus 4 years	21.49	22.03
Plus 5 years or more	24.56	25.18
Year 11		
School leaver	13.20	13.53
Plus 1 year out of school	15.97	16.37
Plus 2 years	18.42	18.89
Plus 3 years	21.49	22.03
Plus 4 years	24.56	25.18
Plus 5 years or more	24.56	25.18
Year 12		
School leaver	15.97	16.37
Plus 1 year out of school	18.42	18.89
Plus 2 years	21.49	22.03
Plus 3 years	24.56	25.18
Plus 4 years	24.56	25.18
Plus 5 years or more	24.56	25.18
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 Skill Level B:		
Highest Year of Schooling Completed		
Year 10		
School leaver	12.08	12.39
Plus 1 year out of school	13.20	13.53
Plus 2 years	15.35	15.74

Plus 3 years	17.7	18.15
Plus 4 years	20.88	21.41
Plus 5 years or more	23.64	24.24
Year 11		
School leaver	13.20	13.53
Plus 1 year out of school	15.35	15.74
Plus 2 years	17.7	18.15
Plus 3 years	20.88	21.41
Plus 4 years	23.64	24.24
Plus 5 years or more	23.64	24.24
Year 12		
School leaver	15.35	15.74
Plus 1 year out of school	17.70	18.15
Plus 2 years	20.88	21.41
Plus 3 years	23.64	24.24
Plus 4 years	23.64	24.24
Plus 5 years or more	23.64	24.24
Skill Level C		
Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:		
Highest Year of Schooling Completed		
Year 10		
School leaver	12.08	12.39
Plus 1 year out of school	13.20	13.53
Plus 2 years	15.24	15.63
Plus 3 years	17.19	17.62
Plus 4 years	19.04	19.52
Plus 5 years or more	21.39	21.93
Year 11		
School leaver	13.20	13.53
Plus 1 year out of school	15.24	15.63
Plus 2 years	17.19	17.62
Plus 3 years	19.04	19.52
Plus 4 years	21.39	21.93
Plus 5 years or more	21.39	21.93
Year 12		
School leaver	15.24	15.63
Plus 1 year out of school	17.19	17.62
Plus 2 years	19.04	19.52
Plus 3 years	21.39	21.93
Plus 4 years	21.39	21.93
Plus 5 years or more	21.39	21.93
School Based Trainees Wage Levels A, B and C		
Year 11	12.08	12.39
Year 12	13.20	13.53

Crown Employees (Research Scientists) Award 2007

Research Scientists			
Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Research Scientist -			
1st year of service	86	97,404	99,868
2nd year of service	91	102,403	104,994
3rd year of service	96	107,789	110,516
4th year of service	100	112,255	115,095

Efficiency Barrier - 5th year of service	105	117,715	120,693
6th year of service	109	122,493	125,592
7th year of service	113	127,332	130,553
Senior Research Scientist - 1st year of service	115	129,819	133,103
2nd year of service	118	133,712	137,095
3rd year of service	121	137,826	141,313
Efficiency Barrier - 4th year of service	124	142,087	145,682
5th year of service	127	146,734	150,446
Principal Research Scientist - 1st year of service	130	151,609	155,445
2nd year of service	-	155,078	159,001
3rd year of service	-	159,015	163,038
Senior Principal Research Scientist - 1st year of service	-	170,479	174,792
2nd year of service	-	182,880	187,507
Efficiency Barrier - 3rd year of service	-	198,463	203,484

Crown Employees (Rural Fire Service) Award

RFS Officers - These rates are inclusive of Annual Leave Loading

Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
RFS Officer Level 1			
Year 1		39,248	40,241
Year 2		47,467	48,668
Year 3		51,159	52,453
Year 4		52,559	53,889
Year 5		54,780	56,166
Year 6		55,771	57,182
Year 7		57,155	58,601
Year 8		59,273	60,773
Year 9		61,416	62,970
Year 10		63,683	65,294
RFS Officer Level 2			
Year 1		67,192	68,892
Year 2		69,168	70,918
RFS Officer Level 3			
Year 1		71,096	72,895
Year 2		73,045	74,893
RFS Officer Level 4			
Year 1		75,119	77,020
Year 2		77,382	79,340
RFS Officer Level 5			
Year 1		79,800	81,819
Year 2		82,251	84,332
RFS Officer Level 6			
Year 1		88,672	90,915
Year 2		91,471	93,785
RFS Officer Level 7			
Year 1		95,055	97,460
Year 2		97,841	100,316

RFS Officer Level 8			
Year 1		100,775	103,325
Year 2		103,788	106,414
RFS Officer Level 9			
Year 1		108,110	110,845
Year 2		111,545	114,367
RFS Officer Level 10			
Year 1		114,874	117,780
Year 2		118,105	121,093
RFS Officer Level 11			
Year 1		122,925	126,035
Year 2		126,586	129,789
RFS Officer Level 12			
Year 1		132,859	136,220
Year 2		138,500	142,004
RFS Officer Level 13			
Year 1		147,171	150,894
Year 2		153,652	157,539

RFS Officers (OCC) - These rates are NOT inclusive of Annual Leave Loading

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
RFS Officer Level A (OCC Operator)		
Year 1	43,877	44,987
Year 2	46,835	48,020
Year 3	50,479	51,756
Year 4	51,856	53,168
Year 5	54,049	55,416
Year 6	55,028	56,420
Year 7	56,394	57,821
Year 8	58,480	59,960
Year 9	60,601	62,134
Year 10	62,839	64,429
RFS Officer Level B (OCC Operational Communications Officer)		
Year 1	66,298	67,975
Year 2	68,246	69,973
Year 3	70,151	71,926
Year 4	72,077	73,901
RFS Officer Level C (OCC Senior Operational Communications Officer)		
Year 1	74,117	75,992
Year 2	76,352	78,284
Year 3	76,476	78,411
Year 4	81,158	83,211

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009

Classification	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Commissioned Correctional Officers:		
Senior Assistant Superintendent		
- 7 day or any 5/7 days	132,401	135,751

Assistant Superintendent		
- 7 day or any 5/7 days	123,933	127,069
Senior Assistant Superintendent - 5 day	125,159	128,326
Assistant Superintendent - 5 day	116,689	119,641
Commissioned Industries Officers:		
Regional Business Manager - 5 day		
Year 1	140,607	144,164
Year 2	144,220	147,869
Year 3	150,411	154,216
Year 4	155,969	159,915
Operations Manager	149,628	153,414
Manager of Industries Level 1 - 5 day	138,067	141,560
Manager of Industries Level 2 - Any 5 of 7 days	138,647	142,155
Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	132,401	135,751
Manager Business Unit - any 5/7 days	125,159	128,326
Manager Business Unit - 5 day	122,290	125,384

Crown Employees (Sheriff's Officers) Award

Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Chief Inspector			
Year 2	85	96,540	98,982
Year 1	82	93,791	96,164
Inspector			
Year 2	78	90,253	92,536
Year 1	75	87,493	89,707
Sergeant			
Year 4	67	81,158	83,211
Year 3	64	78,736	80,728
Year 2	61	76,353	78,285
Year 1	58	74,117	75,992
Sheriff's Officer			
Year 4	55	72,077	73,901
Year 3	52	70,151	71,926
Year 2	49	68,246	69,973
Year 1	46	66,298	67,975
Probationary Sheriff's Officer	36	60,601	62,134

Crown Employees (State Emergency Service) Region Staff Award 2018

Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Full Time Region Controllers – Clerk Grade 9/10			
1st year of service		113,343	116,211
2nd year of service		116,531	119,479
3rd year of service		121,288	124,357
Thereafter		124,901	128,061
Deputy Region Controller - Clerk Grade 7/8			
1st year of service		99,431	101,947
2nd year of service		102,403	104,994
3rd year of service		106,672	109,371

Thereafter	110,064	112,849
Business Manager - Clerk Grade 5/6		
1st year of service	87,493	89,707
2nd year of service	90,253	92,536
3rd year of service	93,791	96,164
Thereafter	96,540	98,982
Community Engagement Officer - Clerk Grade 5/6		
1st year of service	87,493	89,707
2nd year of service	90,253	92,536
3rd year of service	93,791	96,164
Thereafter	96,540	98,982
Volunteer Support Officer - Clerk Grade 3/4		
1st year of service	74,117	75,992
2nd year of service	76,353	78,285
3rd year of service	78,736	80,728
Thereafter	81,158	83,211
Region Learning and Development Officer - Clerk Grade 5/6		
1st year of service	87,493	89,707
2nd year of service	90,253	92,536
3rd year of service	93,791	96,164
Thereafter	96,540	98,982

Crown Employees (State Emergency Service) State Operations Centre – Continuous Shift Workers Award 2017

Classifications and Grades	Common Salary Point	1.7.21 Per annum 2.04%	1.7.22 Per annum 2.53%
Duty Operations Officers Clerk Grade 7/8			
1st year of service	88	99,431	101,947
2nd year of service	91	102,403	104,994
3rd year of service	95	106,672	109,371
Thereafter	98	110,064	112,849
State Operations Centre Team Leader, Clerk Grade 3/4			
1st year of service	58	74,117	75,992
2nd year of service	61	76,353	78,285
3rd year of service	64	78,736	80,728
Thereafter	67	81,158	83,211
State Operations Centre Communications Officers, Clerk Grade 1/2			
1st year of service	46	66,298	67,975
2nd year of service	49	68,246	69,973
3rd year of service	52	70,151	71,926
Thereafter	55	72,077	73,901

Crown Employees (Tipstaves to Justices) Award 2007

Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
1st year of service	40	62,839	64,429
2nd year of service	42	64,044	65,664
3rd year of service	44	65,160	66,809
Tipstaff to the Chief Justice	46	66,298	67,975

Crown Employees (Trades Assistants) Award

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Blacksmith's striker	985.80	1010.70
Cold saw operator	993.50	1018.60
Driller (stationary machines)	985.80	1010.70
Dresser and grinder (portable machines)	1003.10	1028.50
Dresser, shot blast or sand blast-		
(a) who operates from outside a properly enclosed cabin	993.50	1018.60
(b) other	1036.20	1062.40
Dogman and/or crane chaser	1003.10	1028.50
Forger's assistant	985.80	1010.70
Fork Lift Driver (TAFE)	1062.50	1089.40
Assistant Furnaceperson	970.70	995.30
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	985.80	1010.70
General assistant, other (TAFE)	977.30	1002.00
General assistant/tool storeperson assisting tradespersons or employed in a metal and or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	1003.10	1028.50
General assistant/tool storeperson, other (less than 20hpw toolstore duties (TAFE)	1035.70	1061.90
Hammer driver	993.50	1018.60
Heat treater operative	1003.10	1028.50
Machinist second class (Metal Trades)	1046.30	1072.80
Operator of straight line oxy-acetylene Cutting machine	1003.10	1028.50
Pipe fitter	1046.30	1072.80
Rigger and/or splicer (other than construction work)	1080.60	1107.90
Rigger and/or splicer (construction work)	1100.70	1128.50
Spray painter (ironwork) and/or brush hand	1003.10	1028.50
Tool and/or material storeman	1036.20	1062.40
Trades assistant (Metal Trades)	985.80	1010.70
Trades assistant (Electrical Trades)	1012.50	1038.10
Trades assistant	993.50	1018.60
Cupola furnaceperson (foundries)	1046.30	1072.80
Allowances:	Per Hour	Per Hour
Cold Places per hour	0.85	0.87
Confined Spaces per hour	1.06	1.09
Dirty Work per hour	0.85	0.87
Height Money per hour:		
- At a height of 7.5 m	0.85	0.87
- For every additional 3m	0.27	0.28
Hot Places per hour:		
- 46C-54C	0.85	0.87
- Above 54C	1.06	1.09
Insulation Material per hour:		
- Pumice or other recognised insulator	0.85	0.87
- Silicate	1.06	1.09
Smoke Boxes etc per hour:		
- Working on repairs to smoke boxes, furnaces etc	0.54	0.55
- Working on repairs inside oil-fired boilers	2.12	2.17
Wet Places per hour	0.85	0.87
Working on a boat or punt per day	3.3	3.38
Working knee deep in mud or water per day	6.74	6.91
Acid, furnaces, stills, etc per hour	4.34	4.45

Towers per hour	0.85	0.87
Depth money per hour	0.85	0.87
Swing Scaffolds:		
- First four hours (fixed rate)	6.30	6.46
- Each hour thereafter	1.28	1.31
- Solid plasterers per hour	0.27	0.28
Septic Tanks per day	10.13	10.40
Distant Places per day:		
- Area re paragraph 4.17.1	1.66	1.70
- Area re paragraph 4.17.2	2.69	2.75
- Area re paragraph 4.17.3	2.69	2.75
Epoxy Materials per hour	1.06	1.09
- Applying to air-conditioned buildings per hour	0.74	0.76
- Employees in close proximity per hour	0.85	0.87
Foundry per hour	0.61	0.63
Asbestos Eradication per hour	2.85	2.92
First Aid per day	3.72	3.80

Taronga Conservation Society Australia Salaried Employees Award

Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% 1.7.21	1.7.22 Per annum 2.53% 1.7.22
Clerks -			
General Scale			
1st year (up to 18 years)	7	38,723	39,703
2nd year (or 20 years)	11	46,835	48,020
3rd year	17	50,479	51,756
4th year	20	51,856	53,168
5th year	23	54,049	55,416
6th year	25	55,028	56,420
7th year	28	56,394	57,821
8th year	32	58,481	59,961
9th year	36	60,601	62,134
10th year	40	62,839	64,429
At 19 years + (HSC)	9	43,877	44,987
Grade 1 -			
1st year	46	66,298	67,975
2nd year	49	68,246	69,973
Grade 2 -			
1st year	52	70,151	71,926
2nd year	55	72,077	73,901
Grade 3 -			
1st year	58	74,117	75,992
2nd year	61	76,353	78,285
Grade 4 -			
1st year	64	78,736	80,728
2nd year	67	81,158	83,211
Grade 5 -			
1st year	75	87,493	89,707
2nd year	78	90,253	92,536
Grade 6 -			
1st year	82	93,791	96,164
2nd year	85	96,540	98,982

Grade 7 -			
1st year	88	99,431	101,947
2nd year	91	102,403	104,994
Grade 8 -			
1st year	95	106,672	109,371
2nd year	98	110,064	112,849
Grade 9 -			
1st year	101	113,343	116,211
2nd year	104	116,531	119,479
Grade 10 -			
1st year	108	121,288	124,357
2nd year	111	124,901	128,061
Grade 11 -			
1st year	116	131,094	134,411
2nd year	120	136,652	140,109
Grade 12 -			
1st year	126	145,211	148,885
2nd year	130	151,609	155,445
Clerical Assistants -			
1st year (or under 17 years)	1	26,955	27,637
2nd year (or 17 years)	3	30,279	31,045
3rd year (or 18 years)	6	36,430	37,352
4th year (or 19 years)	8	41,377	42,424
5th year (or 20 years)	9	43,877	44,987
6th year (or 21 years)	15	48,677	49,909
7th year	17	50,479	51,756
8th year	20	51,856	53,168
9th year	22	52,837	54,174
Class 1 -			
1st year	25	55,028	56,420
2nd year	28	56,394	57,821
Class 2 -			
1st year	32	58,481	59,961
2nd year	35	59,990	61,508
Class 3 -			
1st year	37	61,179	62,727
2nd year	40	62,839	64,429
Class 4 -			
1st year	42	64,044	65,664
2nd year	44	65,160	66,809
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)			
Grade 1	25	55,028	56,420
Grade 2	30	57,461	58,915
Grade 3	35	59,990	61,508
Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)			
Grade 1	42	64,044	65,664
Grade 2	45	65,793	67,458
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)			
Grade 1	48	67,552	69,261
Grade 2	50	68,910	70,653
Horticultural Technician (Applies to employees engaged prior 1 July 2010)			
Grade 1	55	72,077	73,901
Grade 2	57	73,393	75,250

Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)			
Grade 1	63	77,979	79,952
Grade 2	67	81,158	83,211
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)			
1st Year		26,771	27,448
2nd Year		31,643	32,444
3rd Year		36,508	37,432
4th Year		43,812	44,920
Gardener (Applies to employees engaged post 1 July 2010)			
Grade 1	15	48,677	49,909
Grade 2	18	50,975	52,265
Grade 3	21	52,349	53,673
Horticulturalist (Applies to employees engaged post 1 July 2010)			
Grade 1		61,954	63,521
Grade 2		63,812	65,426
Grade 3		65,727	67,390
Grade 4		68,909	70,652
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)			
Grade 1		73,165	75,016
Grade 2		75,361	77,268
Grade 3		77,622	79,586
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	87,493	89,707
Trainee Keeper -			
Level 1	-	46,467	47,643
Level 2	-	49,563	50,817
Level 3	-	52,662	53,994
Level 4	-	55,759	57,170
Keeper -			
Level 1	-	61,955	63,522
Level 2	-	65,052	66,698
Level 3	-	68,148	69,872
Level 4	-	71,249	73,052
Senior Keeper -			
Level 1	-	74,345	76,226
Level 2	-	80,540	82,578
Keeping Unit Supervisor -			
Year 1	-	89,835	92,108
Year 2	-	91,694	94,014
Year 3	-	93,549	95,916
Keeper before Jan 06			
Grade 1			
Level 01		57,919	59,384
Level 02		58,480	59,960
Level 03		59,446	60,950
Level 04		60,600	62,133
Grade 2			
Level 01		77,461	79,421
Level 02		85,357	87,517
Gate Receptionists	38	61,687	63,248
Junior Designer			
Grade 1		52,807	54,143
Grade 2		54,919	56,308

Grade 3		57,114	58,559
Grade 4		59,396	60,899
Designer			
Grade 1		61,179	62,727
Grade 2		63,928	65,545
Grade 3		66,807	68,497
Grade 4		69,816	71,582
Grade 5		72,955	74,801
Senior Designer			
Grade 1		76,609	78,547
Grade 2		80,436	82,471
Grade 3		84,456	86,593
Casual first aid allowance (per shift)		18.30	18.75
Laundry Allowance for staff other than Gate Receptionists (per week)		7.60	7.80
Laundry Allowance for Gate Receptionists (per week)		13.85	14.20

Agreements and Determinations

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services. Section 130 (1) Determination No: 955 of 2007

Adventure Facilitator	1.7.21 Per annum 2.04%	1.7.22 Per annum 2.53%
Year 1	99,431	101,947
Year 2	102,403	104,994
Year 3	106,672	109,371
Year 4	110,064	112,849

Architects etc. Agreement No. 1733 of 1971

Architects			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I			
1st year of service	46	66,298	67,975
2nd year of service	50	68,910	70,653
3rd year of service	56	72,751	74,592
4th year of service	63	77,979	79,952
5th year of service	70	83,506	85,619
6th year of service and thereafter	76	88,457	90,695
Grade II			
1st year of service	82	93,791	96,164
2nd year of service	86	97,404	99,868
3rd year of service	89	100,431	102,972
4th year of service and thereafter	92	103,351	105,966
Grade III			
1st year of service	97	108,874	111,629
2nd year of service	100	112,255	115,095
3rd year of service	104	116,531	119,479
4th year of service and thereafter	107	120,096	123,134
Grade IV			
1st year of service	112	126,120	129,311
2nd year of service	115	129,819	133,103
3rd year of service and thereafter	117	132,395	135,745

Grade V			
1st year of service	121	137,826	141,313
2nd year of service and thereafter	123	140,541	144,097
Grade VI			
1st year of service	125	143,651	147,285
2nd year of service	127	146,734	150,446

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of applied Arts and Sciences; Agreement No.2196 of 1975

Artists, Designers, Exhibitions Officers, etc.			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Artists Australian Museum and Museum of Applied Arts and Sciences			
Grade I			
1st year of service	28	56,394	57,821
2nd year of service	31	57,920	59,385
3rd year of service	34	59,508	61,014
4th year of service	37	61,179	62,727
5th year of service	39	62,325	63,902
6th year of service	43	64,679	66,315
7th year of service and thereafter	46	66,298	67,975
Grade II			
1st year of service	49	68,246	69,973
2nd year of service	51	69,445	71,202
3rd year of service and thereafter	53	70,751	72,541
Grade III			
1st year of service	58	74,117	75,992
2nd year of service and thereafter	61	76,353	78,285
Keeper Of Exhibits (Non Graduate) Museum of Applied Arts & Sciences			
1st year of service	44	65,160	66,809
2nd year of Service	47	66,995	68,690
3rd year of service	51	69,445	71,202
4th year of service	53	70,751	72,541
5th year of service	58	74,117	75,992
6th year of service and thereafter	58	74,117	75,992
Designers (Exhibitions and Publications)			
1st year of service	37	61,179	62,727
2nd year of service	39	62,325	63,902
3rd year of service	42	64,044	65,664
4th year of service	46	66,298	67,975
5th year of service	49	68,246	69,973
6th year of service	51	69,445	71,202
7th year of service	53	70,751	72,541
8th year of service	56	72,751	74,592
9th year of service	60	75,588	77,500
10th year of service	64	78,736	80,728
11th year of service	67	81,158	83,211
12th year of service	71	84,339	86,473
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service On Appointment	77	89,215	91,472

Exhibitions Officer, Australian Museum Grade I			
1st year of service	56	72,751	74,592
2nd year of service	60	75,588	77,500
3rd year of service	64	78,736	80,728
4th year of service	67	81,158	83,211
5th year of service and thereafter	71	84,339	86,473
Grade II			
1st year of service	75	87,493	89,707
2nd year of service	77	89,215	91,472
Chief, Exhibitions Department Museum of Applied Arts and Sciences 1st year of service	92	103,351	105,966

Bandmaster, Department of Corrective Services, Determination No 936 of 2004

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award 2017.

Cadet Conditions and Rates of Pay, Various Departments; Determination No.938 of 2004

Cadet Conditions and Rates of Pay, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Level 1 At 18 years of age	7	38,723	39,703
Level 1 At 19 years of age with HSC	9	43,877	44,987
Level 2 Or minimum at 20 years	11	46,835	48,020
Level 3 Or minimum at 21 years	17	50,479	51,756
Level 4	20	51,856	53,168
Level 5	23	54,049	55,416
Level 6	25	55,028	56,420
Level 7	28	56,394	57,821
Level 8	32	58,481	59,961
Level 9	36	60,601	62,134
Level 10	40	62,839	64,429

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982

Cartographers, Engineering Survey Drafting Officers,			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
General Scale			
1st year	7	38,723	39,703
2nd year	11	46,835	48,020
3rd year	17	50,479	51,756
4th year	20	51,856	53,168
5th year	23	54,049	55,416
6th year	25	55,028	56,420
7th year	28	56,394	57,821

8th year	32	58,481	59,961
9th year	36	60,601	62,134
10th year	40	62,839	64,429
11th year	46	66,298	67,975
12th year	49	68,246	69,973
13th year	52	70,151	71,926
14th year	55	72,077	73,901
Officer with HSC aged 19 and over paid not less than	9	43,877	44,987
Class 1			
1st year	58	74,117	75,992
2nd year	61	76,353	78,285
3rd year	64	78,736	80,728
4th year	67	81,158	83,211
Class 2			
1st year	75	87,493	89,707
2nd year	78	90,253	92,536
Class 3			
1st year	82	93,791	96,164
2nd year	85	96,540	98,982
Class 4			
1st year	88	99,431	101,947
2nd year	91	102,403	104,994
Class 5			
1st year	95	106,672	109,371
2nd year	98	110,064	112,849
Class 6			
1st year	101	113,343	116,211
2nd year	104	116,531	119,479
Class 7			
1st year	108	121,288	124,357
2nd year	111	124,901	128,061

Casual Drug Counsellors - Department of Corrective Services Determination No.935 of 2004

Department of Corrective Services			
Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Sessional Specialist HIV/Health Promotion (The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12 th in lieu of recreation leaves		85.03	87.18
Environmental Allowance for working within a correctional centre		1.97	2.02

Community Offender Support Program Centres, Department of Corrective Services, Determination No. 965 of 2008

Community Offender Support Program Centres DCS			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Throughcare and Placement Officer:			
1st year	88	99,431	101,947
2nd year	91	102,403	104,994
3rd year	95	106,672	109,371
Thereafter	98	110,064	112,849

Accommodation Support Worker:			
1st year	75	87,493	89,707
2nd year	78	90,253	92,536
3rd year	82	93,791	96,164
Thereafter	85	96,540	98,982
Assistant Support Worker:			
1st year	46	66,298	67,975
2nd year	49	68,246	69,973
3rd year	52	70,151	71,926
Thereafter	55	72,077	73,901

Salaries of Computer Operators - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Computer Operators, All Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Trainee Computer Operator			
At 18 and under	7	38,723	39,703
At 19	9	43,877	44,987
At 20	11	46,835	48,020
At 21	17	50,479	51,756
Computer Operator - Grade 1			
1st year of service	20	51,856	53,168
2nd year of service	23	54,049	55,416
3rd year of service	25	55,028	56,420
4th year of service and thereafter	28	56,394	57,821
Computer Operator - Grade 2			
1st year of service	32	58,481	59,961
2nd year of service	36	60,601	62,134
3rd year of service and thereafter	40	62,839	64,429
Senior Computer Operator - Grade 1			
1st year of service	46	66,298	67,975
2nd year of service	49	68,246	69,973
3rd year of service	52	70,151	71,926
4th year of service	55	72,077	73,901
Senior Computer Operator - Grade 2			
1st year of service	58	74,117	75,992
2nd year of service	61	76,353	78,285
3rd year of service	64	78,736	80,728
4th year of Service	67	81,158	83,211

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No.968 of 2010

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Operations Manager - Clerk 11/12		
1st year of service	131,094	134,411
2nd year of service	136,652	140,109
3rd year of service	145,211	148,885
Thereafter	151,609	155,445

Assistant Operations Manager - Clerk 9/10		
1st year of service	113,343	116,211
2nd year of service	116,531	119,479
3rd year of service	121,288	124,357
Thereafter	124,901	128,061
Senior Case Worker - Clerk 5/6		
1st year of service	87,493	89,707
2nd year of service	90,253	92,536
3rd year of service	93,791	96,164
Thereafter	96,540	98,982

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Assistant Manager		
1st year of service	104,791	107,442
2nd year of service	107,739	110,465
3rd year of service	112,137	114,974
Thereafter	115,478	118,400
Co-ordinator Program Support & Security		
1st year of service	91,928	94,254
2nd year of service	94,680	97,075
3rd year of service	98,623	101,118
Thereafter	101,758	104,332
Senior Program Support Officer		
1st year of service	80,892	82,939
2nd year of service	83,444	85,555
3rd year of service	86,713	88,907
Thereafter	89,257	91,515
Program Support Officer		
1st year of service	68,525	70,259
2nd year of service	70,591	72,377
3rd year of service	72,794	74,636
Thereafter	75,033	76,931

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Co-ordinator Program Support & Security		
1st year of service	99,431	101,947
2nd year of service	102,403	104,994
3rd year of service	106,672	109,371
Thereafter	110,064	112,849
Senior Program Support Officer		
1st year of service	87,493	89,707
2nd year of service	90,253	92,536
3rd year of service	93,791	96,164
Thereafter	96,540	98,982

Program Support Officer		
1st year of service	74,117	75,992
2nd year of service	76,353	78,285
3rd year of service	78,736	80,728
Thereafter	81,158	83,211
Mobile Work Camps Allowance (per day)	157.65	161.65

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Senior Program Support Officer		
1st year of service	87,493	89,707
2nd year of service	90,253	92,536
3rd year of service	93,791	96,164
Thereafter	96,540	98,982
Program Support Officer		
1st year of service	74,117	75,992
2nd year of service	76,353	78,285
3rd year of service	78,736	80,728
Thereafter	81,158	83,211

Conditions of Service Team leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Team Leader (Administrative and Clerical Officer Grade 7/8)		
1st year of service	99,431	101,947
Thereafter	102,403	104,994
Grade 8		
1st year of service	106,672	109,371
Thereafter	110,064	112,849
Allowance	27,790	28,493
Bail Coordinator (Administrative and Clerical Officer Grade 5/6)		
Grade 5		
1st year of service	87,493	89,707
Thereafter	90,253	92,536
Grade 6		
1st year of service	93,791	96,164
Thereafter	96,540	98,982
Allowance	25,143	25,779

Conservators, Cultural Institutions Agreement No.2504 of 1987

Conservators, Cultural Institutions			
Classifications and Grade	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Assistant Conservator - Class 1			
1st year of service	40	62,839	64,429
2nd year of service	42	64,044	65,664

3rd year of service	44	65,160	66,809
4th year of service	47	66,995	68,690
5th year of service	49	68,246	69,973
6th year of service	52	70,151	71,926
Class 2			
1st year of service	55	72,077	73,901
2nd year of service	56	72,751	74,592
3rd year of service	58	74,117	75,992
Conservator - Grade 1			
1st year of service	62	77,073	79,023
2nd year of service	64	78,736	80,728
3rd year of service	66	80,336	82,369
4th year of service	68	81,751	83,819
5th year of service	70	83,506	85,619
Grade 2			
1st year of service	74	86,621	88,813
2nd year of service	79	90,975	93,277
3rd year of service	83	94,706	97,102
4th year of service	87	98,451	100,942
5th year of service	91	102,403	104,994
Grade 3			
1st year of service	94	105,559	108,230
2nd year of service	97	108,874	111,629
3rd year of service	99	111,121	113,932
Head Conservator			
1st year of service	105	117,715	120,693
2nd year of service	108	121,288	124,357
3rd year of service	110	123,693	126,822

**Coordinators and Directors, Community Justice Centres, Attorney-General’s Department
Determination No.808 of 1983**

Coordinators and Directors, Community Justice Centres - Attorney General’s Department			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Co-ordinator	61	76,353	78,285
Director	104	116,531	119,479

**Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services
Determination No.929 of 2002**

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Co-ordinator, Visual Arts	102	114,428	117,323
Environmental Allowance	-	3,190	3,271
All Incidents Allowance	-	10,972	11,250

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Curatorial Staff			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Assistant Curator/Assistant Registrar - Grade I			
1st year of service	40	62,839	64,429
2nd year of service	46	66,298	67,975
3rd year of service	51	69,445	71,202
4th year of service	57	73,393	75,250
5th year of service and thereafter	62	77,073	79,023
Assistant Curator/Assistant Registrar - Grade II			
1st year of service	64	78,736	80,728
2nd year of service	67	81,158	83,211
3rd year of service	70	83,506	85,619
4th year of service	73	85,938	88,112
5th year of service and thereafter	75	87,493	89,707
Curator/Registrar - Grade I			
1st year of service	77	89,215	91,472
2nd year of service	82	93,791	96,164
3rd year of service	86	97,404	99,868
4th year of service	91	102,403	104,994
5th year of service and thereafter	95	106,672	109,371
Curator/Registrar - Grade II			
1st year of service	99	111,121	113,932
2nd year of service	102	114,428	117,323
3rd year of service	105	117,715	120,693
4th year of service	108	121,288	124,357
5th year of service	110	123,693	126,822
Senior Curator Senior Registrar	114	128,547	131,799

Departmental Professional Officers Determination No.866 of 1987

Departmental Professional Officers - All Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I -			
1st year of service	46	66,298	67,975
2nd year of service	50	68,910	70,653
3rd year of service	56	72,751	74,592
4th year of service	63	77,979	79,952
5th year of service	70	83,506	85,619
6th year of service and thereafter	76	88,457	90,695
Grade II -			
1st year of service	81	92,788	95,136
2nd year of service	84	95,539	97,956
3rd year of service	87	98,451	100,942
4th year of service and thereafter	91	102,403	104,994
Grade III -			
1st year of service	95	106,672	109,371
2nd year of service	98	110,064	112,849
3rd year of service	100	112,255	115,095
4th year of service and thereafter	104	116,531	119,479

Grade IV -			
1st year of service	108	121,288	124,357
2nd year of service and thereafter	110	123,693	126,822
Grade V -			
1st year of service	114	128,547	131,799
2nd year of service and thereafter	116	131,094	134,411
Grade VI -			
1st year of service	119	135,176	138,596
2nd year of service and thereafter	121	137,826	141,313
Grade VII -			
1st year of service	124	142,087	145,682
2nd year of service and thereafter	126	145,211	148,885
Grade VIII -			
1st year of service	129	149,936	153,729
2nd year of service and thereafter	130	151,609	155,445

Department of Transport Officers Employment Conditions Agreement No.2548 of 1998

Transport Officers			
Classification and Grades		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I -			
One		50,407	51,682
Two		52,167	53,487
Three		53,991	55,357
Four		55,881	57,295
Five		57,838	59,301
Grade 2			
One		57,838	59,301
Two		59,868	61,383
Three		61,957	63,525
Four		64,133	65,756
Five		66,374	68,053
Grade 3			
One		66,374	68,053
Two		68,695	70,433
Three		71,096	72,895
Four		73,587	75,449
Five		76,169	78,096
Grade 4			
One		76,169	78,096
Two		78,829	80,823
Three		81,588	83,652
Four		84,447	86,584
Five		87,511	89,725
Grade 5			
One		87,511	89,725
Two		90,458	92,747
Three		93,814	96,187
Four		96,904	99,356
Five		100,297	102,835
Grade 6			
One		100,297	102,835
Two		103,809	106,435
Three		107,438	110,156
Four		111,196	114,009

Five	115,091	118,003
Grade 7		
One	115,091	118,003
Two	119,120	122,134
Three	123,288	126,407
Four	127,601	130,829
Five	132,069	135,410
Grade 8		
One	132,069	135,410
Two	136,693	140,151
Three	145,240	148,915
Four	151,637	155,473
Five	156,943	160,914
Grade 9		
One	156,943	160,914
Two	165,374	169,558
Three	173,920	178,320
Four	180,316	184,878
Five	185,625	190,321

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Education Officers, Department of Culture, Sport and Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)			
Classifications and Grade	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Education Officer -			
1st year of service	43	64,679	66,315
2nd year of service	48	67,552	69,261
3rd year of service	54	71,369	73,175
4th year of service	60	75,588	77,500
5th year of service	66	80,336	82,369
6th year of service	71	84,339	86,473
7th year of service	75	87,493	89,707
8th year of service	79	90,975	93,277
9th year of service and thereafter	84	95,539	97,956
Senior Education Officer -			
1st year of service	98	110,064	112,849
2nd year of service and thereafter	101	113,343	116,211
Allowance after 12 months on the 9th year of service: \$ per annum	-	2,995	3,071
After a further 12 months: \$ per annum	-	2,995	3,071

Engineers Agreement No. 1734 of 1971

Engineers			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I Diplomat Experience Since Qualifying			
In first year	46	66,298	67,975
After one year	50	68,910	70,653
After two years	56	72,751	74,592
After three years	63	77,979	79,952

After four years	70	83,506	85,619
After five years	76	88,457	90,695
Grade I Graduate Experience Since Qualifying			
In first year	50	68,910	70,653
After one year	56	72,751	74,592
After two years	63	77,979	79,952
After three years	70	83,506	85,619
After four years	76	88,457	90,695
Grade II			
1st year of service	82	93,791	96,164
2nd year of service	86	97,404	99,868
3rd year of service	89	100,431	102,972
4th year of service and thereafter	92	103,351	105,966
Grade III			
1st year of service	97	108,874	111,629
2nd year of service	100	112,255	115,095
3rd year of service	104	116,531	119,479
4th year of service and thereafter	107	120,096	123,134
Grade IV			
1st year of service	112	126,120	129,311
2nd year of service	115	129,819	133,103
3rd year of service and thereafter	117	132,395	135,745
Grade V			
1st year of service	121	137,826	141,313
2nd year of service and thereafter	123	140,541	144,097
Grade VI			
1st year of service	125	143,651	147,285
2nd year of service and thereafter	127	146,734	150,446

Escorts and Travelling Attendants Agreement No.2270 of 1980

Escorts and Travelling Attendants		
Classification and Grades	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Travelling Attendant		
1st Year	51,242	52,538
2nd Year	51,242	52,538
3rd Year	51,733	53,042
4th Year	53,434	54,786
Travelling Attendant (Hourly Rate)		
1st Year	25.86	26.51
2nd Year	25.86	26.51
3rd Year	26.1	26.76
4th Year	26.94	27.62
Escorts		
1st Year	61,066	62,611
2nd Year	61,066	62,611
3rd Year	61,620	63,179
4th Year	63,701	65,313
Rate A Applicable Mon-Fri and all overtime/travelling time weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths		
1st Year	30.82	31.60
2nd Year	30.82	31.60
3rd Year	31.09	31.88
4th Year	32.11	32.92

Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths		
1st Year	42.01	43.07
2nd Year	42.01	43.07
3rd Year	42.39	43.46
4th Year	43.8	44.91
Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths		
1st Year	48.99	50.23
2nd Year	48.99	50.23
3rd Year	49.46	50.71
4th Year	51.09	52.38
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths		
1st Year	70.00	71.77
2nd Year	70.00	71.77
3rd Year	70.64	72.43
4th Year	73.00	74.85

**Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No.2320 of 1981;
Gardening Parks and Horticultural and Landscape Staff Agreement No.2266 of 1980; Determination
No.767 of 12982**

Gardening, Parks and Horticultural and Landscape Staff			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Gardener Tradesman	37	61,179	62,727
Gardener Experienced	30	57,461	58,915
Garden Labourer	20	51,856	53,168
Garden Labourer, 1st class	23	54,049	55,416
Chief Propagator (Royal Botanical Gardens)	43	64,679	66,315
Groundsman	33	58,955	60,447
Horticultural and Landscape Officers:			
Horticultural Assistants -			
1st year of service	33	58,955	60,447
2nd year of service	36	60,601	62,134
3rd year of service	38	61,687	63,248
4th year of service	40	62,839	64,429
5th year of service	42	64,044	65,664
6th year of service	44	65,160	66,809
7th year of service	46	66,298	67,975
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture			
Ranger	30	57,461	58,915
Senior Ranger (plus appropriate Leading Hand Allowance)	30	57,461	58,915
Foreman	61	76,353	78,285
Foreman Special Grade	65	79,398	81,407
Superintendent, Centennial Park Supervisor	77	89,215	91,472
Royal Botanic Gardens and Mount Tomah			
1st year of service	68	81,751	83,819
2nd year of service	71	84,339	86,473
3rd year of service	73	85,938	88,112
Development Officer (Horticulture)	81	92,788	95,136
	82	93,791	96,164
	84	95,539	97,956

Living Collections Registrar	46	66,298	67,975
Mount Tomah	50	68,910	70,653
	53	70,751	72,541
	56	72,751	74,592

General Division Driver/Assistant etc Various Departments Agreement No.2478 of 1985

Car Drivers/Assistants			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Car Drivers - Driver/General Assistant	33	58,955	60,447
Departmental - Driver/Assistant	39	62,325	63,902
Departmental - Driver/Assistant (in Charge), Public Works Department	43	64,679	66,315
Ministerial Driver/Assistant			
* Salary Class 52 with allowance to Salary Class 122	39	62,325	63,902
	80	91,964	94,291

General Division (Trade Based Groups) Agreement No.2301 of 1980; Amending Agreement 2317 of 1981; Determination No.764 of 1982

General Division (Trade Based Groups) Agreement			
	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Artificer, Australian Museum and Art Gallery of NSW			
1st year of service	43	64,679	66,315
2nd year of service and thereafter	45	65,793	67,458
Clerk of Works - Various Departments			
1st year of service	68	81,751	83,819
2nd year of service	70	83,506	85,619
3rd year of service	73	85,938	88,112
4th year of service	75	87,493	89,707
5th year of service and thereafter	77	89,215	91,472
(Provided that in respect of officers appointed after 10th December 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW*or a qualification deemed by the Industrial Authority to be appropriate and equivalent).			
(*Agencies are advised to check with TAFE institutes with regard to course qualifications)			
Deputy Senior Electrical Inspector, All Departments			
1st year of service	78	90,253	92,536
2nd year of service	80	91,964	94,291
Electrical Foreman, Various			
Grade 2	64	78,736	80,728
Grade 3	68	81,751	83,819
Grade 5	77	89,215	91,472
Electrical Inspectors, Various			
1st year of service	75	87,493	89,707
2nd year of service	77	89,215	91,472
Estimator, Various Departments			
1st year of service	68	81,751	83,819
2nd year of service	70	83,506	85,619

Fitter Operators, Various On appointment	51	69,445	71,202
Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of his duties			
(i) NSW Electrician's Licence		56.97	58.41
(ii) Department of Industrial Relations First Class Refrigeration Certificate		18.02	18.48
(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		9.59	9.83
(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		18.03	18.49
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College		18.03	18.49
Food and Beverage Controller (S.C. 53) 1st year (S.C. 57) 2nd year		62,325 64,044	63,902 65,664
Food School Assistant (S.C. 23) 1st year (S.C. 24) 4th year (S.C. 26) 7th year		50,975 51,419 51,856	52,265 52,720 53,168
Foreman Electrical Grade 2 (T83) Grade 3 (T96) Grade 5 (T126)	64 68 77	78,736 81,751 89,215	80,728 83,819 91,472
Other than Electrical - Grade 1 (T59) Grade 2 (T72) Grade 3 (T85) Grade 4 (T111) Grade 5 (T125)	57 61 65 73 77	73,393 76,353 79,398 85,938 89,215	75,250 78,285 81,407 88,112 91,472
Assistant Mechanical Foreman (T72) -	61	76,353	78,285
Property and Maintenance Officer, Youth and Community Services 1st year of service 2nd year of service and thereafter	77 80	89,215 91,964	91,472 94,291
Property Inspector, Public Trust Office 1st year of service 2nd year of service 3rd year of service 4th year of service and thereafter	64 67 69 73	78,736 81,158 82,690 85,938	80,728 83,211 84,782 88,112
Radio Technician, Police 1st year of service 2nd year of service 3rd year of service and thereafter	47 48 50	66,995 67,552 68,910	68,690 69,261 70,653
Scientific Instrument Maker, Various Departments 1st year of service and thereafter	51	69,445	71,202
Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	78	90,253	92,536
Senior Electrical Inspector, Various Departments 1st year of service 2nd year of service	83 85	94,706 96,540	97,102 98,982
Senior Estimator, Various Departments	71	84,339	86,473
Senior Mechanical Inspector 1st year of service 2nd year of service and thereafter	83 85	94,706 96,540	97,102 98,982

Senior Radio Technician, Police and Forestry Commission			
1st year of service	57	73,393	75,250
2nd year of service and thereafter	58	74,117	75,992
Senior Works Supervisors, Various Departments			
1st year of service	83	94,706	97,102
2nd year of service and thereafter	85	96,540	98,982
Textile Maintenance Officer			
1st year	44	65,160	66,809
2nd year	46	66,298	67,975
3rd year	47	66,995	68,690
4th year	49	68,246	69,973
Works Supervisors, Various Departments			
1st year of service	78	90,253	92,536
2nd year of service and thereafter	80	91,964	94,291

Glenfield Park School Staff, Department of Education Determination No. 787 of 1983

Department of Education			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Gardener Glenfield Park SSP	27	55,922	57,337

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Guidance Officers, etc. (Excluding Department of Health)			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
(A) Non-Classified Positions			
Guidance Officer Department of Industrial Relations;			
Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW; Research Officer Non-Legally Qualified Law Reform Commission, Attorney General, Psychologist Department of Health NSW, Corrective Services, Family and Community Services, Research Anthropologists Department of Health NSW;			
Social Anthropologists Department of Health NSW;			
Youth Counselling Officers Department of Industrial Relations			
1st year of service	43	64,679	66,315
2nd year of service	48	67,552	69,261
3rd year of service	54	71,369	73,175
4th year of service	60	75,588	77,500
5th year of service	66	80,336	82,369
6th year of service	71	84,339	86,473
7th year of service	75	87,493	89,707
8th year of service	79	90,975	93,277
9th year of service and thereafter	84	95,539	97,956

Clinical Psychologist - Department of Health; Family and Community Services; Department of Attorney General			
1st year of service	79	90,975	93,277
2nd year of service	86	97,404	99,868
3rd year of service	91	102,403	104,994
4th year of service	96	107,789	110,516
5th year of service and thereafter	101	113,343	116,211
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:			
Program Co-ordinator			
1st year of service	101	113,343	116,211
2nd year of service and thereafter	105	117,715	120,693
Senior Program Co-ordinator			
1st year of service	105	117,715	120,693
2nd year of service and thereafter	108	121,288	124,357
Program Director			
1st year of service	108	121,288	124,357
2nd year of service and thereafter	110	123,693	126,822
Project Director Department of Health NSW			
1st year of service	91	102,403	104,994
2nd year of service and thereafter	96	107,789	110,516
Rehabilitation Counsellor Workers Compensation Commission			
1st year of service	66	80,336	82,369
2nd year of service	71	84,339	86,473
3rd year of service and thereafter	75	87,493	89,707
Senior Rehabilitation Counsellor Workers Compensation Commission			
1st year of service	79	90,975	93,277
2nd year of service and thereafter	84	95,539	97,956
(B) Classified Positions (Group a) – On Appointment Senior Guidance Officer, District Guidance Officer Grade I, Careers Research Officer - Division of Vocational Guidance Services, Department of Industrial Relations Senior Research Psychologist Department of Health NSW	101	113,343	116,211
Group (b) On Appointment Deputy Senior Psychologist, Family and Community Services Chief Research Psychologist - Department of Health NSW Senior Research Officer, Senior Psychologist – Corrective Services	105	117,715	120,693
District Guidance Officer Grade II OIC Research Section, OIC Special Section for Handicapped Persons – Division of Vocational Guidance Services Principal Counsellor, Youth Counselling Service, Department of Industrial Relations			
Group (c) – On Appointment Senior Clinical Psychologist, Department of Health NSW and Family and Community Services Regional Psychologist New England Region, Department of Health NSW Psychologist In Charge Department of Health NSW	105	117,715	120,693
Group (d) Chief Guidance Officer Department of Industrial Relations On Appointment	110	123,693	126,822
Chief Psychologist Corrective Services On Appointment	114	128,547	131,799
Assistant Director Division of Vocational Guidance Services, Department of Industrial Relations On Appointment	115	129,819	133,103

Deputy Director, Division of Health Services, Research Department of Health, NSW			
Principal Clinical Psychologist, Principal Psychologist – Department of Health NSW, Senior Research Consultant (Personal to Dr. J. Kraus) Family and Community Services Principal Psychologist Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	136,652	140,109
Deputy Director, Division of Vocational Guidance Services Department of Industrial Relations On Appointment	125	143,651	147,285

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award 2017 or Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Interpretive Assistants, National Parks and Wildlife Service			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Interpretive Assistants			
Year 1	43	64,679	66,315
Year 2	47	66,995	68,690

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments; Agreement No.2369 of 1982

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments			
Classifications	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Laboratory Attendant (Junior)			
At 16 and under	4	32,102	32,914
At 17	6	36,430	37,352
At 18	8	41,377	42,424
At 19	11	46,835	48,020
At 20	18	50,975	52,265
Laboratory Attendant General Scale (Adult)			
1st year of service	24	54,580	55,961
2nd year of service	26	55,476	56,880
3rd year of service and thereafter	28	56,394	57,821
Laboratory Attendant Grade 1 (Adult)			
1st year of service	28	56,394	57,821
2nd year of service	31	57,920	59,385
3rd year of service and thereafter	33	58,955	60,447
Technical Officer (Scientific) Grade 1			
1st year of service	36	60,601	62,134
2nd year of service	38	61,687	63,248
3rd year of service	41	63,544	65,152
4th year of service	43	64,679	66,315

5th year of service	46	66,298	67,975
6th year of service and thereafter	50	68,910	70,653
7th year of service	53	70,751	72,541
8th year of service and thereafter	56	72,751	74,592
Technical Officer (Scientific) Grade II			
1st year of service	63	77,979	79,952
2nd year of service	66	80,336	82,369
3rd year of service	70	83,506	85,619
4th year of service	76	88,457	90,695
Senior Technical Officer (Scientific) Grade 1			
1st year of service	81	92,788	95,136
2nd year of service	83	94,706	97,102
3rd year of service and thereafter	84	95,539	97,956
Senior Technical Officer (Scientific) Grade II			
1st year of service	84	95,539	97,956
2nd year of service	87	98,451	100,942
3rd year of service	89	100,431	102,972
4th year of service	92	103,351	105,966
5th year of service and thereafter	95	106,672	109,371
Trainee Technical Officer (Scientific)			
1st year	5	34,141	35,005
2nd year	7	38,723	39,703
3rd year	9	43,877	44,987
4th year	13	47,727	48,934

Legal Officers, Various Departments Agreement No.2375 of 1982

Legal Officers, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Legal Officers			
Grade I			
1st year of service	51	69,445	71,202
2nd year of service	55	72,077	73,901
3rd year of service	58	74,117	75,992
4th year of service	61	76,353	78,285
5th year of service	65	79,398	81,407
Grade II			
1st year of service	73	85,938	88,112
2nd year of service	78	90,253	92,536
3rd year of service	84	95,539	97,956
4th year of service	89	100,431	102,972
5th year of service	93	104,437	107,079
Grade III			
1st year of service	98	110,064	112,849
2nd year of service	101	113,343	116,211
3rd year of service	105	117,715	120,693
Grade IV			
1st year of service	112	126,120	129,311
2nd year of service	114	128,547	131,799
Grade V			
1st year of service	119	135,176	138,596
2nd year of service	121	137,826	141,313
Grade VI			
1st year of service	126	145,211	148,885
2nd year of service	128	148,270	152,021

Maintenance Officer State Library of NSW, Determination No.939 of 2004

Maintenance Officer State Library of NSW			
Classification		1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Maintenance Officer			
1st year of service		66,139	67,812
2nd year of service		69,661	71,423

Media Monitoring Unit, Premier's Department Agreement No.2546 of 1997

Media Monitors			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Media Monitor, Level 1			
1st year of service	61	76,353	78,285
2nd year of service	65	79,398	81,407
3rd year of service	69	82,690	84,782
4th year of service	74	86,621	88,813
Senior Media Monitor, Level 2			
1st year of service	78	90,253	92,536
2nd year of service	82	93,791	96,164
3rd year of service	86	97,404	99,868
4th year of service	89	100,431	102,972

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No.953 of 2007

Ministerial Drivers			
	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Ministerial Driver	39	62,325	67,812
Out of Hours Work Allowance (calculated at 34 hours at ordinary time of base salary)	-	55,763	71,423

Miscellaneous Professional Officers, Department of Water Resources Agreement No.2535 of 1991

Miscellaneous Professional Officers, Department of Water Resources			
Classification and Grades	Common Salary Points	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Cadets/Trainees			
1st year of service	8	41,377	42,424
2nd year of service	11	46,835	48,020
3rd year of service	17	50,479	51,756
4th year of service	25	55,028	56,420
5th year of service	32	58,481	59,961
6th year of service	37	61,179	62,727
General Scale			
1st year of service	37	61,179	62,727

2nd year of service	44	65,160	66,809
3rd year of service	51	69,445	71,202
4th year of service	58	74,117	75,992
5th year of service	64	78,736	80,728
6th year of service	71	84,339	86,473
Grade 1			
1st year of service	72	85,057	87,209
2nd year of service	75	87,493	89,707
3rd year of service	78	90,253	92,536
Thereafter	81	92,788	95,136
Grade 2			
1st year of service	85	96,540	98,982
Thereafter	87	98,451	100,942
Grade 3			
1st year of service	90	101,427	103,993
Thereafter	95	106,672	109,371
Grade 4			
1st year of service	99	111,121	113,932
Thereafter	102	114,428	117,323
Grade 5			
1st year of service	108	121,288	124,357
Thereafter	111	124,901	128,061
Grade 6			
1st year of service	116	131,094	134,411
Thereafter	121	137,826	141,313

Parliament House, Administrative and Clerical Officers, Determination of the Presiding Officers

Administrative and Clerical Officers, Parliament House			
Classification and Grades	Common Salary Points	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Clerks General Scale			
1st year of service or 18	7	38,723	39,703
2nd year of service min. at 20	11	46,835	48,020
3rd year of service min. at 21	17	50,479	51,756
4th year of service	20	51,856	53,168
5th year of service	23	54,049	55,416
6th year of service	25	55,028	56,420
7th year of service	28	56,394	57,821
8th year of service	32	58,481	59,961
9th year of service	36	60,601	62,134
10th year of service	40	62,839	64,429
Officer with HSC at 19 paid not less than	9	43,877	44,987
Grade 1 -			
1st year of service	46	66,298	67,975
Thereafter	49	68,246	69,973
Grade 2 -			
1st year of service	52	70,151	71,926
Thereafter	55	72,077	73,901
Grade 3 -			
1st year of service	58	74,117	75,992
Thereafter	61	76,353	78,285
Grade 4 -			
1st year of service	64	78,736	80,728
Thereafter	67	81,158	83,211

Grade 5 - 1st year of service	75	87,493	89,707
Thereafter	78	90,253	92,536
Grade 6 - 1st year of service	82	93,791	96,164
Thereafter	85	96,540	98,982
Grade 7 - 1st year of service	88	99,431	101,947
Thereafter	91	102,403	104,994
Grade 8 - 1st year of service	95	106,672	109,371
Thereafter	98	110,064	112,849
Grade 9 - 1st year of service	101	113,343	116,211
Thereafter	104	116,531	119,479
Grade 10 - 1st year of service	108	121,288	124,357
Thereafter	111	124,901	128,061
Grade 11 - 1st year of service	116	131,094	134,411
Thereafter	120	136,652	140,109
Grade 12 - 1st year of service	126	145,211	148,885
Thereafter	130	151,609	155,445

Parliament House, Other Clerical Officers Determinations of the Presiding Officers

Other Clerical Officers, Parliament House			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1 - Group A - 1st year of service or under 17	1	26,955	27,637
2nd year of service or 17	4	32,102	32,914
3rd year of service or 18	6	36,430	37,352
Group B - 1st year of service or under 17	2	28,760	29,488
2nd year of service or 17	4	32,102	32,914
3rd year of service	6	36,430	37,352
Grade 1 - 4th year of service 19	9	43,877	44,987
5th year of service 20	11	46,835	48,020
6th year of service	17	50,479	51,756
7th year of service	20	51,856	53,168
8th year of service	23	54,049	55,416
9th year of service	25	55,028	56,420
10th year of service	28	56,394	57,821
Grade 1/2 - Group C - 1st year of service or under 17	3	30,279	31,045
2nd year of service or 17	6	36,430	37,352
3rd year of service or 18	9	43,877	44,987
Group D only - Officer with HSC at 19 paid not less than	9	43,877	44,987
4th year of service or 19	11	46,835	48,020
5th year of service or 20	17	50,479	51,756

6th year of service	20	51,856	53,168
7th year of service	23	54,049	55,416
8th year of service	25	55,028	56,420
9th year of service	28	56,394	57,821
10th year of service	32	58,481	59,961
11th year of service	36	60,601	62,134
12th year of service	40	62,839	64,429
Grade 3 -			
1st year of service	46	66,298	67,975
2nd year of service	49	68,246	69,973
Grade 3/4 -			
1st year of service	46	66,298	67,975
2nd year of service	49	68,246	69,973
3rd year of service	52	70,151	71,926
4th year of service	55	72,077	73,901
Grade 4 -			
1st year of service	52	70,151	71,926
2nd year of service	55	72,077	73,901
Grade 5 -			
1st year of service	58	74,117	75,992
2nd year of service	61	76,353	78,285
Grade 6 -			
1st year of service	64	78,736	80,728
2nd year of service	67	81,158	83,211
Grade 7 -			
1st year of service	75	87,493	89,707
2nd year of service	78	90,253	92,536
Grade 8 -			
1st year of service	82	93,791	96,164
2nd year of service	85	96,540	98,982

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Attendant Staff			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Parliamentary Officer - Attendant			
Grade 1			
1st year of service	32	58,481	59,961
2nd year of service	36	60,601	62,134
Thereafter	40	62,839	64,429
Grade 2			
1st year of service	41	63,544	65,152
Thereafter	43	64,679	66,315
Grade 3			
1st year of service (Level 1)	46	66,298	67,975
Thereafter (Level 2)	49	68,246	69,973
Grade 4	55	72,077	73,901
Grade 5	61	76,353	78,285

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)			
1st year	82	93,791	96,164
2nd year and thereafter	85	96,540	98,982
**Parliamentary Officer Chef - Grade 3 (Chef)	47	66,995	68,690
**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	61,179	62,727
Parliamentary Steward			
1st year	48	67,552	69,261
2nd year and thereafter	50	68,910	70,653
Dining Room Supervisor	40	62,839	64,429
Assistant Dining Room Supervisor	32	58,481	59,961
**Catering Supervisor (Cafeteria Supervisor)	34	59,508	61,014
**Catering Supervisor (Room Service Supervisor)	32	58,481	59,961
Senior Dining Room Attendant/Cleaner	29	56,975	58,416
Dining Room Attendant/Cleaner	27	55,922	57,337
Senior Bartender	30	57,461	58,915
Bartender	-	54,556	55,936
Kitchen Attendant	27	55,922	57,337
Kitchen Assistant	-	52,762	54,097
Stock Clerk -			
1st year	38	61,687	63,248
2nd year	40	62,839	64,429
3rd year and thereafter	43	64,679	66,315
Pantry Supervisor	34	59,508	61,014
Assistant Pantry Supervisor	30	57,461	58,915
**Cleaning Supervisor (Foreman Cleaner)	30	57,461	58,915
**Assistant Cleaning Supervisor (Assistant Foreman Cleaner)	-		
General Useful	-	54,556	55,936
Stores Officer			
1st year	-	52,762	54,097
2nd year and thereafter	-	62,325	63,902
Housekeeper	-	63,544	65,152
*Senior Laundry Assistant	-	51,311	52,609
Laundry Assistant	-	50,848	52,134
Cleaner	-	50,343	51,617
**Horticulturalist Grade 2 (Gardener – experienced)	32	50,343	51,617
*Attendant/Gatekeeper	-	58,481	59,961
*Parliament House Security Officer	41		
*Position deleted from establishment.			
**Title of position changed - old title appears in brackets.			

Parole Officers, Department of Corrective Services, Industrial Authority Determination

Parole Officers, Department of Corrective Services			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Parole Officer			
Min 3	58	74,117	75,992
Max 3	61	76,353	78,285
Min 4	64	78,736	80,728
Max 4	67	81,158	83,211
Min 5	75	87,493	89,707
Max 5	78	90,253	92,536
Min 6	82	93,791	96,164
Max 6	85	96,540	98,982
Unit Leader			
Min 7	88	99,431	101,947
Max 7	91	102,403	104,994
Min 8	95	106,672	109,371
Max 8	98	110,064	112,849
District Manager 4			
Min 7	88	99,431	101,947
Max 7	91	102,403	104,994
Min 8	95	106,672	109,371
District Manager 3			
Min 8	95	106,672	109,371
Max 8	98	110,064	112,849
Min 9	101	113,343	116,211
Max 9	104	116,531	119,479
District Manager 2			
Min 9	101	113,343	116,211
Max 9	104	116,531	119,479
Min 10	108	121,288	124,357
Max 10	111	124,901	128,061
District Manager 1			
Min 10	108	121,288	124,357
Max 10	111	124,901	128,061
Min 11	116	131,094	134,411
Max 11	120	136,652	140,109

Petty Sessions Officers - Local Courts Administration Determination 741 of 1982

Petty Sessions Officers - Local Courts Administration			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1/2			
1st year of service	7	38723	39,703
2nd year of service	11	46835	48,020
3rd year of service	17	50479	51,756
4th year of service	20	51856	53,168
5th year of service	23	54049	55,416
6th year of service	25	55028	56,420
7th year of service	28	56394	57,821
8th year of service	32	58481	59,961
9th year of service	36	60601	62,134

10th year of service	40	62839	64,429
Officer with HSC at 19 paid not less than	9	43877	44,987
General Scale			
Grade 3			
1st year of service Max 1	49	68246	69,973
2nd year of service Min 2	52	70151	71,926
Thereafter Max 2	55	72077	73,901
Grade 4			
1st year of service Max 3	61	76353	78,285
2nd year of service Min 4	64	78736	80,728
Thereafter Max 4	67	81158	83,211
Grade 5			
1st year of service Max 5	78	90253	92,536
2nd year of service Min 6	82	93791	96,164
Thereafter Max 6	85	96540	98,982
Grade 6			
1st year of service Min 8	95	106672	109,371
Thereafter Max 9	104	116531	119,479
Grade 7			
1st year of service Min 11	116	131094	134,411
Thereafter Min 12	126	145211	148,885

Pharmacists Agreement 2441 of 1982

Pharmacists			
Classification and Grade	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$	
Pharmacist - Grade 1			
1st year	63444	65,049	
2nd year	65815	67,480	
3rd year	69844	71,611	
4th year	74656	76,545	
5th year	79834	81,854	
6th year	84904	87,052	
7th year	89019	91,271	
8th year	91885	94,210	
Pharmacist - Grade 2 After 2 yrs on maximum	94628	97,022	
Part-time Pharmacist (per hour)	50.57	51.85	
Pharmaceutical Advisor, Pharmaceutical Services Branch			
1st year	102801	105,402	
2nd year	106249	108,937	
3rd year	109219	111,982	
4th year	112193	115,031	
Principal Pharmaceutical Advisor, Pharmaceutical Services Branch			
1st year	122843	125,951	
2nd year	125942	129,128	
Deputy Chief Pharmacist, Pharmaceutical Services Branch			
1st year	130114	133,406	
2nd year	133353	136,727	
Chief Pharmacist, Pharmaceutical Services Branch			
1st year	143617	147,251	
2nd year	146989	150,708	
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service			
1st year	122837	125,945	

2nd year	125943	129,129
----------	--------	---------

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008

Psychologists, Community Offender Services - Department of Corrective Services			
Classification and Grades	Common Salary Points	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Senior Psychologist Year 1	-	125,920	129,106
Senior Psychologist Year 2	-	131,217	134,537
Senior Psychologist Year 3 and thereafter	-	136,512	139,966
Senior Specialist Psychologist Year 1	-	147,107	150,829
Senior Specialist Psychologist Year 2	-	151,335	155,164
Senior Specialist Psychologist Year 3 and thereafter	-	155,601	159,538
Community Based Incidental Allowance	-	3,190	3,271

Publicity Officers and Public Relations Officers Agreement No.2126 of 1975

Publicity Officers and Public Relations Officers			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Assistant Publicity Officers			
1st year of service	59	74,893	76,788
2nd year of service	62	77,073	79,023
Publicity Officers			
1st year of service	69	82,690	84,782
2nd year of service	72	85,057	87,209
3rd year of service and thereafter	74	86,621	88,813
Senior Publicity Officers, Dept of Education & Training			
1st year of service and thereafter	100	112,255	115,095
Public Relations Officer			
Grade II			
1st year of service	87	98,451	100,942
2nd year of service	89	100,431	102,972
3rd year of service and thereafter	91	102,403	104,994
Grade I			
1st year of service	103	115,483	118,405
2nd year of service	105	117,715	120,693
3rd year of service and thereafter	107	120,096	123,134
Allowance in lieu of overtime (per annum)	-	12,957	13,285

Scientific Officers Various Departments Agreement No. 2433 of 1982

Scientific Officers, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I			
1st year of service	46	66298	67,975
2nd year of service	50	68910	70,653
3rd year of service	56	72751	74,592
4th year of service	63	77979	79,952
5th year of service	70	83506	85,619

6th year of service and thereafter	76	88457	90,695
Grade II			
1st year of service	81	92788	95,136
2nd year of service	84	95539	97,956
3rd year of service	87	98451	100,942
4th year of service and thereafter	91	102403	104,994
Grade III			
1st year of service	95	106672	109,371
2nd year of service	98	110064	112,849
3rd year of service and thereafter	100	112255	115,095
Grade IV			
1st year of service	105	117715	120,693
2nd year of service	108	121288	124,357
3rd year of service and thereafter	110	123693	126,822
Grade V			
1st year of service	114	128547	131,799
2nd year of service and thereafter	117	132395	135,745
Grade VI			
1st year of service	120	136652	140,109
2nd year of service	123	140541	144,097

Security Officers and Senior Security Officers Various Departments Determination No.768 of 1982

Security Officers and Senior Security Officers, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Security Officer	25	55,028	56,420
Senior Security Officer	30	57,461	58,915
Chief Security Controller - Sydney			
1st year	75	87,493	89,707
2nd year	78	90,253	92,536
Chief Security Officer - Sydney			
(S.C. 85) 1st year	60	75,588	77,500
(S.C. 92) 2nd year	64	78,736	80,728
Newcastle - (S.C. 80)	57	73,393	75,250

Social Workers, Various Departments Agreement No.2374 of 1982

Social Workers, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Social Worker, Community Services Consultant			
1st year of service	44	65160	66,809
2nd year of service	49	68246	69,973
3rd year of service	55	72077	73,901
4th year of service	61	76353	78,285
5th year of service	67	81158	83,211
6th year of service	71	84339	86,473
7th year of service	75	87493	89,707
8th year of service	79	90975	93,277
9th year of service and thereafter	84	95539	97,956
Senior Allotment Officer	89	100431	102,972
Community Services Officer	96	107789	110,516

Social Worker Grade I	89	100431	102,972
Senior Social Worker	96	107789	110,516
Regional Social Work Adviser			
South Eastern, Orana and Far West and South Western Health Regions	89	100431	102,972
Central Western, North Coast, Illawarra and New England Health Regions	96	107789	110,516
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	120096	123,134

Stores Officers Various Departments Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Stores Officer, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Stores Officers			
Grade 1			
1st year of service	31	57920	59,385
2nd year of service and thereafter	33	58955	60,447
Grade 2			
1st year of service	34	59508	61,014
2nd year of service and thereafter	35	59990	61,508
Grade 3			
1st year of service	36	60601	62,134
2nd year of service and thereafter	37	61179	62,727
Grade 4			
1st year of service	39	62325	63,902
2nd year of service	41	63544	65,152
3rd year of service and thereafter	41	63544	65,152
Stores and Despatch Officer Art Gallery of N.S.W.			
1st year of service	39	62325	63,902
2nd year of service	40	62839	64,429
3rd year of service and thereafter	41	63544	65,152
Drug Checker and Counter Hand Commercial Services Group			
1st year of service	37	61179	62,727
2nd year of service and thereafter	38	61687	63,248
Area Supervisors Commercial Services Group			
1st year of service	46	66298	67,975
2nd year of service and thereafter	48	67552	69,261
Second O.I.C. (Other Areas) Commercial Services Group			
1st year of service	37	61179	62,727
2nd year of service and thereafter	38	61687	63,248
Area Supervisors (Shea's Creek Stores) Despatch Section, Government Supply Department			
1st year of service	52	70151	71,926
2nd year of service and thereafter	55	72077	73,901
Packing Section and Sheds 68-72 Commercial Services Group			
1st year of service	49	68246	69,973
2nd year of service and thereafter	51	69445	71,202
Section O.I.C. (Areas) Commercial Services Group			
1st year of service	41	63544	65,152
2nd year of service and thereafter	43	64679	66,315
Packing Section and Sheds 68-72 Commercial Services Group			
1st year of service	39	62325	63,902
2nd year of service and thereafter	40	62839	64,429

Assistant Inspector of Packing and Quality Control, Commercial Services Group	56	72751	74,592
Inspector of Packing and Quality Control, Commercial Services Group	59	74893	76,788
Controller of Order Processing, Commercial Services Group	59	74893	76,788
Stores Controller, CMA	46	66298	67,975
Assistant Stores Controller, CMA	40	62839	64,429
Chief Stores Officer, Government Motor Garage			
1st year of service	46	66298	67,975
2nd year of service	48	67552	69,261
3rd year of service and thereafter	49	68246	69,973

Surveyors, Trigonometrical surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade I			
1st year of service	50	68,910	70,653
2nd year of service	56	72,751	74,592
3rd year of service	63	77,979	79,952
4th year of service	70	83,506	85,619
5th year of service and thereafter	76	88,457	90,695
Grade II			
1st year of service	82	93,791	96,164
2nd year of service	86	97,404	99,868
3rd year of service	89	100,431	102,972
4th year of service and thereafter	92	103,351	105,966
Grade III			
1st year of service	97	108,874	111,629
2nd year of service	100	112,255	115,095
3rd year of service	104	116,531	119,479
4th year of service and thereafter	107	120,096	123,134
Grade IV			
1st year of service	112	126,120	129,311
2nd year of service	115	129,819	133,103
3rd year of service and thereafter	117	132,395	135,745
Grade V			
1st year of service	121	137,826	141,313
2nd year of service and thereafter	123	140,541	144,097

Technical Officers (Engineering) Determination No.803 of 1983

Technical Officers (Engineering)			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1			
1st year of service	48	67,552	69,261
2nd year of service	51	69,445	71,202
3rd year of service	54	71,369	73,175
4th year of service	56	72,751	74,592
5th year of service	59	74,893	76,788

Grade 2			
1st year of service	64	78,736	80,728
2nd year of service	66	80,336	82,369
3rd year of service	68	81,751	83,819
4th year of service	70	83,506	85,619
Grade 3			
1st year of service and thereafter	77	89,215	91,472
Senior Technical Officer			
Grade 1			
1st year of service	75	87,493	89,707
2nd year of service	77	89,215	91,472
3rd year of service	80	91,964	94,291
Grade 2			
1st year of service	83	94,706	97,102
2nd year of service	86	97,404	99,868
Grade 3	90	101,427	103,993

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technical Surveyors, All Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Assistant Technical Surveyors			
1st year of service	2	28,760	29,488
2nd year of service	5	34,141	35,005
3rd year of service	7	38,723	39,703
4th year of service	11	46,835	48,020
5th year of service	17	50,479	51,756
6th year of service	20	51,856	53,168
7th year of service	23	54,049	55,416
8th year of service	25	55,028	56,420
9th year of service	28	56,394	57,821
10th year of service	32	58,481	59,961
11th year of service	36	60,601	62,134
12th year of service	40	62,839	64,429
13th year of service	46	66,298	67,975
14th year of service	49	68,246	69,973
15th year of service	52	70,151	71,926
16th year of service	55	72,077	73,901
Officer with HSC at 19 paid not less than	9	43,877	44,987
Technical Surveyor			
Grade 1			
1st year of service	58	74,117	75,992
2nd year of service	61	76,353	78,285
3rd year of service	64	78,736	80,728
4th year of service	67	81,158	83,211
Grade 2			
1st year of service	73	85,938	88,112
2nd year of service	76	88,457	90,695
3rd year of service	80	91,964	94,291
4th year of service	83	94,706	97,102
Grade 3			
1st year of service	88	99,431	101,947
2nd year of service	91	102,403	104,994

Technician (Security Services), Department of Education and Training, Public Service Board Determination, dated 4 February 1988

Technician (Security Services) - Department of Education and Training			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
Grade 1			
Year 1	59	74,893	76,788
Thereafter	60	7,5588	77,500
Grade 2			
Year 1	62	77,073	79,023
Thereafter	63	77,979	79,952
On call allowance (per week)	-	283.05	290.20

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard) Salaries Agreement No.2418 of 1982

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.04% \$
Timekeeper and/or Storekeeper			
Grade I			
1st year of service	34	59,508	61,014
2nd year of service	37	61,179	62,727
Grade II			
1st year of service	39	62,325	63,902
2nd year of service	42	64,044	65,664
Assistant to Supervisory Timekeeper			
On Appointment	43	64,679	66,315
Special Grade			
1st year of service	45	65,793	67,458
2nd year of service	46	66,298	67,975

Tracers, Various Departments Agreement No.2192 of 1975

Tracers, Various Departments			
Classification and Grades	Common Salary Point	1.7.21 Per annum 2.04% \$	1.7.22 Per annum 2.53% \$
General Scale			
1st year of service or under 17	2	28,760	29,488
2nd year of service or 17	4	32,102	32,914
3rd year of service or 18	6	36,430	37,352
4th year of service or 19	8	41,377	42,424
5th year of service or 20	10	46,411	47,585
6th year of service or 21	17	50,479	51,756
7th year of service	19	51,419	52,720
8th year of service	23	54,049	55,416
9th year of service	25	55,028	56,420
Grade 1			
1st year of service	26	55,476	56,880
2nd year of service	28	56,394	57,821

Grade 2			
1st year of service	31	57,920	59,385
2nd year of service	33	58,955	60,447
Grade 3			
1st year of service	35	59,990	61,508
2nd year of service	37	61,179	62,727
Grade 4			
1st year of service	39	62,325	63,902
2nd year of service	40	62,839	64,429

N. CONSTANT, *Chief Commissioner*

D. SLOAN, *Commissioner*

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 192473 of 2022)

Before Chief Commissioner Constant

6 July 2022

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

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

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Allowances

PART A**1. Definitions**

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

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

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

Where:

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

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

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

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

- (ii) "Aide" means a person appointed as such who is wholly or substantially engaged in all or any of the following duties:
 - (a) media making;
 - (b) preparation of solutions etc. of a routine character;
 - (c) washing, sorting, classifying, decontaminating or packing of glassware, slides, instruments or other equipment;
 - (d) filing or packing of medicinal preparations and issuing of ward pharmacy stocks; or
 - (e) other duties of a similar nature.
- (iii) "Anaesthetic and Operating Theatre Technician" means a person employed as such who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during, and after operation.
- (iv) "Animal Technician" means a person appointed as such who is required to assist in medical procedures with animals such as surgical techniques, production of disease, anaesthesia and post-operative care.
- (v) Apprentices -
 - (a) "Adult Apprentice" means any person entering on an apprenticeship or continuing in an apprenticeship (including a probationary or trainee apprenticeship) on or after their twenty-first birthday.
 - (b) "Apprentice" means an employee who is party to an apprenticeship contract and includes a person who is employed as an apprentice but in respect of whom an apprenticeship contract is not yet in force.
 - (c) "Apprenticeship" means an apprenticeship established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001*.
 - (d) "Apprenticeship Trade Course" means the trade course provided by the Department of Technical and Further Education or its successors which is appropriate to the trade classification of an apprentice. These courses are presently known as the "Commercial Cookery Trade Course" and the "Parks and Gardens Trade Course".
- (vi) "Boiler Attendant" (with Maintenance of Plant) means a person employed as such who is the holder of a boiler certificate and whose ordinary duties include, in addition to the maintenance of low pressure boilers, responsibility for the maintenance of all steam services and plant within the hospital.
- (vii) Care Service Employees
 - (a) Grade 1 - New Entrant - means an employee with less than 500 hours' relevant work experience who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions, including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member.

Indicative tasks an employee at this level may perform are as follows:

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade employee attending to the personal needs of patients.	General assistance to higher grade employees in the full range of domestic duties.	General labouring assistance to higher-grade employees in the full range of gardening and maintenance duties.

- (b) Grade 1 - means an employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to patients in carrying out simple personal care tasks which shall include but not be limited to:	Performance under limited supervision of the full range of domestic duties including but not limited to:	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:
<ul style="list-style-type: none"> - Supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; - lay out clothes and assist in dressing; - make beds and tidy rooms; - store clothes and clean wardrobes; - assist with meals. 	<ul style="list-style-type: none"> - General cleaning of accommodation food service and general areas; - General waiting, table service and clearing duties; - Assistance in the preparation of food, including the cooking and/or preparation of light refreshments; - All laundry duties. 	<ul style="list-style-type: none"> - Sweeping; - Hosing; - Garbage collection and disposal; keeping the outside of buildings clean and tidy; - Mowing lawns and assisting gardening staff in labouring.
Under direct supervision, provide assistance to CSE Gr 2 or other staff performing similar functions, in attending to higher level personal care needs of a patient.		

- (c) Grade 2 - means an employee with relevant experience who works individually or in a team environment and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Provide a wide range of personal care services to patients, under limited supervision and in accordance with the patient's Care Plan, including:	Assist a higher grade worker in the planning, cooking and preparation of the full range of meals.	Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge.
<ul style="list-style-type: none"> - Assist and support patients with medication utilising medication compliance aids; 	Drive a sedan or utility.	Work with and undertake limited coordination of the work of other maintenance workers.

- Simple wound dressing;
 - Implementation of continence programs as identified in the Care Plan;
 - Attend to routine urinalysis, blood pressure, temperature and pulse checks;
 - Blood sugar level checks etc and assist and support diabetic patients in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.
 - Recognise, report and respond appropriately to changes in the condition of patients, within the skills and competence of the employee and the policies and procedures of the organisation.
 - Assist in the development and implementation of patient care plans
 - Assist in the development and implementation of programs of activities for patients.
- Perform gardening duties.
- Provide advice on planning and plant maintenance.
- Attend to indoor plants, conduct recycling and re-potting schedules.
- Carry out physical inspections of property and premises and report.

- (viii) "Cardiac Technician" means a person who performs ECGs, Exercise Stress Testing and Holter Loop Recorders.
- (ix) "Cardiac Technologist - Grade 1" means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer and may be required to perform ECGs, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICDs).
- (x) "Cardiac Technologist - Grade 2" means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the employer and performs Cardiac Sonography or Electrophysiological Studies (EPS).
- (xi) "Central Linen Service" is a laundry which supplies a linen service to two or more separate hospitals.
- (xii) "Centralised Food Production Unit (CFPU)" means a centralised food production unit established by a Health Service or the employer that produces and supplies bulk food produce in advance.

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

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

- (b) Level 1 - means a person appointed to such a position in a CFPU and under the supervision of a CFPU Cook Level 2 who assists in the preparation, production and portioning of bulk food products and other non-cooked items.
- (xv) "Chef" means a person employed as such in a hospital with a daily average of occupied beds of not less than 100 and who may be required by the employer to supervise staff, give any necessary instruction in all branches of cooking and be responsible for requisitioning stores required for the preparation and serving of meals.

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

Grade A - 2,000 or more

Grade B - 1,000 and less than 2,000

Grade C - less than 1000

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

(xvii)

- (A) "Cook (Grade A)" means a person employed as a cook in a hospital having at the preceding 30 June and ADA of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:

- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of work specified in (a) and (b), of this subclause; or
- (d) on relieving a chef or other cooks engaged on the work specified in (a), (b) or (c) of this subclause; or
- (e) as a cook responsible for supervising the work of other cooks in the kitchen.

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

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

Prince of Wales Hospital: Main kitchen

Royal Prince Alfred Hospital: Main kitchen and diet kitchen

General Hospital: Main kitchen

The Royal Alexandra Hospital for Children: Main kitchen

The Royal North Shore Hospital: Main kitchen

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

- (a) on the cooking of meats, poultry and fish; or

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

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

- (B) "Cook (Grade B)" means a person employed as a cook, other than a chef, cook (Grade A), or an assistant cook.
- (xviii) "Employer" means the Secretary of the Ministry of Health exercising functions on behalf of the Government of New South Wales.
- (xix) "Forensic Mortuary Technician" means a person responsible for undertaking a range of duties to assist with the completion of forensic autopsies under the supervision and general direction of the medical officer responsible for the autopsy. They will be responsible for using their technical skills, knowledge and experience to assist the medical officer to undertake medical examination. A Forensic Mortuary Technician will be required to hold a minimum qualification equivalent to Certificate Level IV in a relevant field as determined by NSW Health. They will be responsible for the following:
- (a) Removal of body parts under supervision;
 - (b) Reconstructions, including complex reconstructions under supervision;
 - (c) Assist with and undertake collection and sending away of samples for analysis, including filing and distribution;
 - (d) Participate in DVI;
 - (e) The use of CT scanning or X-Ray;
 - (f) Photography of deceased persons;
 - (g) Recording, storing and management of unblocked tissue;
 - (h) Whole organ and tissue receipt, repatriation, packaging, storage, retention and transportation;
 - (i) The management of deceased persons, including destitute persons, that encompasses timely management, admission, storage and release, and preparation of for identification and viewing;
 - (j) Participate in quality control and audit activities;
 - (k) Mortuary maintenance, cleaning, ordering, stocking and restocking;
 - (l) Training of Autopsy Assistants and Forensic Mortuary Technicians; and
 - (m) Other duties within the scope of the Post Mortem Assistant classification.
- (xx) A Senior Forensic Mortuary Technician may work under the general direction of the medical officer and may be responsible for supervising the Forensic Mortuary Technicians. They will be required to hold a minimum qualification at least equivalent to a Diploma in a relevant field, as determined by NSW Health. They will be responsible for the following:

- (a) Removal of any/all body parts;
 - (b) Advanced reconstructions;
 - (c) The use of CT scanning or x-ray;
 - (d) Coordinate and undertake photography of deceased persons;
 - (e) Coordinate and lead team members in DVI activities;
 - (f) Coordinate and undertake collection and sending away of samples for analysis, including filing and distribution;
 - (g) The coordination, monitoring and management of deceased persons including timely management, admission, storage and release and preparation of for identification and viewing;
 - (h) Quality control and audit activities;
 - (i) Coordinate mortuary maintenance, cleaning, ordering, stocking and restocking;
 - (j) Coordinate training of Post Mortem Assistants and Forensic Mortuary Technicians;
 - (k) Participate into the development of procedures and guidelines for mortuary operating procedures;
 - (l) Technical supervision of Post Mortem Assistants and Forensic Mortuary Technicians, including staff development;
 - (m) Supervisory activities related to mortuary functions;
 - (n) Participate in autopsy related research;
 - (o) Participate in professional development activities where required, including presentation at seminars; and
 - (p) Other duties and functions without limitation within the scope of the Post Mortem Assistant and/or Forensic Mortuary Technician classifications.
- (xxi) "Gardener" means a person employed as such whose duties include any or all of the following, namely, propagation of seeds, planting out, pruning and shaping of trees and shrubs, layout of gardens and general gardening duties.
- (xxii) "Head Gardener" means a person employed as such who, in addition to performing gardening duties is required as part of his/her ordinary duty to supervise and control a staff of not less than three others, one of whom is a gardener.
- (xxiii)
- "Health and Security Assistant" means a person who has a Class 1A security licence under the *Security Industry Act 1997* and who has the following responsibilities:
- (i) Undertakes all security related duties of a security officer as directed by the employer; and
 - (ii) In addition:
 - (a) Undertakes limited duties associated with the care of patients and the provision of general assistance in wards; and/or
 - (b) Cleaning duties; and/or

- (c) Undertaking routine clerical/administrative work (Level 1); and/or
- (d) The primary functions usually undertaken by the classification of Hospital Assistant Grade 1,2 or 3; and/or
- (e) The primary functions of any other classification of staff agreed to between the employer and the Union

Where a Health and Security Assistant, during a shift, has the responsibility of being able to be involved in an immediate response to manage aggressive individuals and related security incidents, they must be able to immediately interrupt or cease their current activity in order to provide that response.

Where a Health and Security Assistant is recruited as part of a Ministry of Health co-ordinated recruitment campaign they can be employed for a period of four months without a class 1A security licence, but cannot continue to be employed for longer than four months without a licence. During the time prior to obtaining a 1A security licence they cannot undertake the duties set out in (i) above.

(xxiv) "Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service, as amended from time to time.

(xxv) "Heart/Lung Assistant" means a person employed as such and who assists the Heart/Lung Technician in the assembly, dismantling and cleaning of heart/lung equipment.

(xxvi) "Heart/Lung Technician" means a person employed as such and whose duties require them to be skilled in the assembly, operation, dismantling and cleaning of heart/lung machines and the operation of cardiac monitoring equipment.

(xxvii)

"Home Supervisor" means a person employed as such who is required to supervise resident staff quarters.

(xxviii)

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

(xxix) "Hospital Assistant" -

(a) Grade I means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Maid, Seamstress, and/or Female Attendant.

(b) Grade II means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Laundry Employee-Female, Porter (all grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant-Male, Attendant-Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).

(c) Grade III means an employee appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.

(xxx) "Laundry Assistant Foreperson" means a person employed as such in a hospital with an ADA of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.

(xxxi) "Leading Hand" means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.

(xxxii)

"Linen Supply Officer" means a person appointed as such who is required, in hospitals where linen is supplied from a central linen service, to be in control of the linen store, be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service.

(xxxiii)

"Maintenance Supervisor (Non-Tradesman)" means a person employed as such: and

- (a) who assists the engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves them during their absence, or
- (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.

(xxxiv)

"Museum Technician" means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of museum and pathological specimens.

(xxxv)

A "Patient Transport Officer" is an employee who at the time of appointment holds a minimum current Basic Life Support accreditation or equivalent or who has successfully completed any other relevant training and work experience as determined by the employer to become a Patient Transport Officer. Such an employee may be required to successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the employer and as provided by the employer.

This category of employee will be involved in patient transport using basic life support skills.

This definition does not apply to HealthShare Patient Transport Officers captured under the 'HealthShare NSW Patient Transport Officer (State) Award 2021' as varied or amended from time to time.

This definition is effective from 4 April 2023 (391 IG 1195)

(xxxvi)

"Pharmacy Assistants"

- (a) Pharmacy Assistant Grade 1 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.
- (b) Pharmacy Assistant Grade 2 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision

of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the employer to be equivalent.

(xxxvii)

"Pharmacy Technician Grade 1" means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the employer to be equivalent.

(xxxviii)

"Pharmacy Technician - Grade 2" means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.

(xxxix)

"Pharmacy Technician - Grade 3" means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.

(xl) "Pharmacy Technician - Grade 4" means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the employer to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Health Service (these studies may be conducted by the Health Service on a local internal basis). Generally, the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/ management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

(xli) "Post Mortem Assistant" means a person employed as such who assists in the performance of not less than 200 post mortems per year, and whose duties may require them to remove organs under the supervision of a Medical Officer.

(xlii) "Residential Services Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals or area health services, and which are located either in the general community or in the grounds of hospitals excepting any "off-campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

(xliii) "Senior Anaesthetic and Operating Theatre Technician" is a person holding the Diploma issued by the Society of Anaesthetic and Operating Theatre Technicians who has a minimum of two years post-graduate service as an Anaesthetic and Operating Theatre Technician and is in charge of two or more Anaesthetic and Operating Theatre Technicians.

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

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

and/or

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

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

- (xlvii) "Sterilisation Technician - Grade 1" means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department of the Health Service. At this level the technician will be performing routine basic tasks and is under routine supervision.

- (xlviii) "Sterilisation Technician - Grade 2" means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.

- (xlviii)

"Sterilisation Technician - Grade 3" means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.

- (xlix) "Surgical Dresser" means an employee who is required to undertake advanced duties associated with the care of patients such as special enemata, catheterisation, bowel lavation, and/or other specialised work in wards and theatres.

- (l) "Team Leader, Central Linen Service" A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.

- (li) "Technical Assistant Grade II" means a person appointed as such who is wholly or substantially engaged in routine laboratory procedures of a technical or special nature including routine bio-chemical, bacteriological or haematological tests or counts.

- (lii) A "Trainee Patient Transport Officer" is an employee who is undertaking relevant training and work experience as determined by the employer to become a Patient Transport Officer. Under the supervision of a Patient Transport Officer or Patient Transport Nurses Escort, this category of employee is involved in patient transport using basic life support skills.

This definition does not apply to HealthShare Trainee Patient Transport Officers captured under the 'HealthShare NSW Patient Transport Officer (State) Award 2019' as varied or amended from time to time.

This definition is effective from 4 April 2022.

- (liii) "Union" means the Health Services Union NSW.
- (liv) "Wardsperson" means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

2. Salaries and Wages

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

3. Leading Hands

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

4. Exemptions

This Award shall not apply to:

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

5. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2022, 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 2022, as varied or replaced from time to time, shall also apply to relevant employees.

6. Dispute Resolution

The dispute resolution procedure of the said Health Employees Conditions of Employment (State) Award 2022, as varied or replaced from time to time, shall apply.

7. 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 fulfillment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (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 and allowances 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 Health Employees (State) Award 2021 published 27 August 2021 (390 I.G. 111) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B**MONETARY RATES****Table 1 - Salaries**

Classification	Rate to apply prior to ffppoa 01/07/2022 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Medical/Technical Group		
Aides		
1st Year	1,012.27	1,037.88
2nd Year	1,031.61	1,057.71
Thereafter	1,052.26	1,078.88
Technical Assistant Grade 1		
1st Year	1,031.61	1,057.71

2nd Year	1,052.26	1,078.88
Thereafter	1,076.13	1,103.36
Technical Assistant Grade 2		
1st Year	1,052.26	1,078.88
2nd Year	1,076.13	1,103.36
Thereafter	1,095.06	1,122.77
Cytology Scanner		
Trainee Cytology Scanner		
1st Year	953.1	977.21
On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.		
Cytology Scanner		
1st Year	1,052.26	1,078.88
2nd Year	1,076.13	1,103.36
Thereafter	1,095.06	1,122.77
Pharmacy		
Pharmacy Assistant		
Grade 1		
1st Year	1,052.26	1,078.88
2nd Year	1,076.13	1,103.36
3rd Year	1,095.06	1,122.77
4th Year and Thereafter	1,125.71	1,154.19
Grade 2		
1st Year	1,125.71	1,154.19
2nd Year and Thereafter	1,152.92	1,182.09
Pharmacy Technician		
Grade 1		
1st Year	1,125.71	1,154.19
2nd Year	1,152.92	1,182.09
3rd Year	1,178.82	1,208.64
4th Year and Thereafter	1,207.00	1,237.54
Grade 2		
1st Year	1,233.11	1,264.31
2nd Year	1,279.80	1,312.18
3rd Year	1,321.30	1,354.73
4th Year and Thereafter	1,357.97	1,392.33
Grade 3		
1st Year	1,451.29	1,488.01
2nd Year and Thereafter	1,501.72	1,539.71
Grade 4		
1st Year	1,552.49	1,591.77
2nd Year and Thereafter	1,650.22	1,691.97
Sterilisation Technician		
Grade 1		
1st Year	1,052.26	1,078.88
2nd Year	1,076.13	1,103.36
3rd Year and Thereafter	1,125.71	1,154.19
Grade 2		
1st Year	1,152.92	1,182.09
2nd Year	1,178.82	1,208.64
3rd Year and Thereafter	1,207.00	1,237.54
Grade 3		
1st Year	1,233.11	1,264.31
2nd Year and Thereafter	1,279.80	1,312.18
Post Mortem Assistant 200 Post Mortem p.a.		

200 Post-mortems p.a.		
1st Year	1,280.00	1,312.38
2nd Year	1,321.84	1,355.28
3rd Year and Thereafter	1,359.24	1,393.63
Senior - Westmead		
Senior Post Mortem Assistant (Westmead)	1,502.70	1,540.72
Classification (NSW Health Pathology Employment Division within Forensic Mortuaries only)	Rate to apply prior to ffppoa 01/07/2022 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Forensic Mortuary Technician		
1st Year	1,400.02	1,435.44
2nd Year	1,442.03	1,478.51
3rd Year	1,485.28	1,522.86
4th Year and Thereafter	1,529.84	1,568.54
Senior Forensic Mortuary Technician		
1st Year	1,575.74	1,615.61
2nd Year	1,623.02	1,664.08
3rd Year and Thereafter	1,671.70	1,713.99
Museum Technician		
1st Year	1,041.30	1,067.64
2nd Year	1,060.86	1,087.70
3rd Year	1,080.96	1,108.31
4th Year and Thereafter	1,102.70	1,130.60
Animal Technician		
1st Year	1,041.30	1,067.64
2nd Year	1,060.86	1,087.70
3rd Year	1,080.96	1,108.31
4th Year	1,102.70	1,130.60
Animal Attendant		
One Salary Rate	1,033.24	1,059.38
Research Mechanic		
One Salary Rate	1,062.48	1,089.36
Operations Assistants		
Trainee		
On completion of three years' training, a Trainee shall be classified as Assistant.		
Trainee	923.89	947.26
Operations Assistant		
Others - First 3 Years	1,054.85	1,081.54
Other Subsequent years	1,084.10	1,111.53
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.		
Senior	1,105.27	1,133.23
Chief	1,142.80	1,171.71
Anaesthetic and Operating Theatre Technician		
Without Diploma	1,095.06	1,122.77
With Diploma	1,154.21	1,183.41
Senior Anaesthetic Technician		
Senior Anaesthetic Technician (Royal Prince Alfred Hospital)	1,222.80	1,253.74
Institute of Tropical Medicine - Prince Henry		
Attendant	1,044.83	1,071.26
Attendant In-Charge	1,085.39	1,112.85
Surgical Instrument Repairer		
One Salary Rate	1,061.82	1,088.68
Patient Support Assistant		
Central Coast Area Health Service		

1st Year	1,010.53	1,036.10
Thereafter	1,018.07	1,043.83
Patient Services Assistant		
Western Sydney Area Health Service		
Grade 1	990.33	1,015.39
Grade 2 and Thereafter	1,010.53	1,036.10
Support Services Officer		
Northern Sydney and Western Sydney Area Health Service		
One Salary Rate	1,031.61	1,057.71
Wardsperson		
1st Year	1,010.53	1,036.10
Thereafter	1,018.07	1,043.83
Chief Wardsperson		
1st Year	1,063.87	1,090.79
Thereafter	1,072.80	1,099.94
Senior Chief Wardsperson		
1st Year	1,094.41	1,122.10
Thereafter	1,102.26	1,130.15
Surgical Dresser		
1st Year	1,023.22	1,049.11
2nd Year	1,031.82	1,057.93
Thereafter	1,044.83	1,071.26
Surgical Dresser S.T.D. Clinic		
1st Year	1,031.82	1,057.93
Thereafter	1,057.00	1,083.74
Surgical Dresser Royal North Shore Hospital		
1st Year	1,050.44	1,077.02
2nd Year	1,060.34	1,087.17
Thereafter	1,073.02	1,100.17
Chief Surgical Dresser		
1st Year	1,076.88	1,104.13
2nd Year	1,086.45	1,113.94
Thereafter	1,099.26	1,127.07
Chief Surgical Dresser Royal North Shore Hospital		
1st Year	1,126.24	1,154.73
2nd Year	1,135.27	1,163.99
Thereafter	1,148.94	1,178.01
Senior Chief Surgical Dresser		
1st Year	1,106.78	1,134.78
2nd Year	1,116.66	1,144.91
Thereafter	1,129.57	1,158.15
Senior Chief Surgical Dresser Royal North Shore Hospital		
1st Year	1,156.78	1,186.05
2nd Year	1,167.09	1,196.62
Thereafter	1,180.77	1,210.64
Heart/Lung Assistant	1,116.66	1,144.91
Heart/Lung Technician	1,183.98	1,213.93
Cardiac Technician		
Year 1	1,233.11	1,264.31
Year 2	1,279.80	1,312.18
Year 3	1,321.30	1,354.73
Year 4 and Thereafter	1,357.97	1,392.33
Cardiac Technologists		
Grade 1		
Year 1	1,260.87	1,292.77
Year 2	1,307.96	1,341.05

Year 3	1,388.61	1,423.74
Year 4	1,483.67	1,521.21
Year 5	1,586.14	1,626.27
Year 6	1,687.33	1,730.02
Year 7	1,769.26	1,814.02
Year 8 and Thereafter	1,826.34	1,872.55
Grade 2 - (Sonographer or EPS)		
Year 1	1,769.26	1,814.02
Year 2	1,826.34	1,872.55
Year 3 and Thereafter	1,964.64	2,014.35
Senior		
Year 1	1,964.64	2,014.35
Year 2 and Thereafter	2,030.22	2,081.58
Chief		
Year 1	2,086.80	2,139.60
Year 2 and Thereafter	2,315.39	2,373.97
Neurophysiological Technician		
Trainee		
Trainee Neurophysiological Technician	1,008.71	1,034.23
Provided that promotion to Electro-Cardiograph Recorder/Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required. Provided that promotion to Neurophysiological/Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Ministry of Health be appropriate.		
Technician		
1st Year	1,154.21	1,183.41
2nd Year	1,154.21	1,183.41
3rd Year and Thereafter	1,190.76	1,220.89
Senior		
In Charge of 2 or more employees	1,222.80	1,253.74
St George, New Children's, RNSH, Royal Newcastle	1,321.30	1,354.73
RPAH, POW, PHH, Westmead	1,451.29	1,488.01
Domestic Group		
Surgical Bootmaker		
In-Charge of Other Bootmakers/Repairers	1,188.70	1,218.77
Otherwise	1,164.74	1,194.21
Surgical Boot Repairer		
One Salary Rate	1,143.23	1,172.15
Care Service Employee		
New Entrant	726.24	744.61
Grade 1	847.97	869.42
Grade 2 and Thereafter	900.96	923.75
Hospital Assistant		
Grade 1	953.1	977.21
Grade 2	975.05	999.72
Grade 3 and Thereafter	990.33	1015.39
Housekeeper/Domestic Supervisor - not including Food Services		
Under 100 beds	1,030.11	1,056.17
100 beds but less than 200 beds	1,037.41	1,063.66
200 beds but less than 300 beds	1,046.79	1,073.27
300 beds but less than 400 beds	1,057.00	1,083.74
400 beds but less than 500 beds	1,078.60	1,105.89
500 beds and over	1,099.26	1,127.07
Home Supervisor		
100 beds but less than 200 beds	990.42	1,015.48
200 beds but less than 300 beds	1,020.23	1,046.04

300 beds but less than 400 beds	1,030.11	1,056.17
400 beds but less than 500 beds	1,043.99	1,070.4
500 beds and over	1,053.56	1,080.22
Linen		
Assistant Foreperson		
One Salary Rate Supply Officer	1,007.00	1,032.48
Linen Supply Officer <300 Bed	1,024.84	1,050.77
Linen Supply Officer 300-499 Bed	1,053.89	1,080.55
Linen Supply Officer 500+ Bed	1,084.30	1,111.73
Team Leader - Central Linen Service		
Team Leader Central Linen	1,093.55	1,121.22
Sewing Room Supervisor		
Sewing Room Supervisor in charge of 2-6 Dressmakers/Seamstresses	1,014.31	1,039.97
Sewing Room Supervisor in charge of 7-11 Dressmakers/Seamstresses	1,026.88	1,052.86
Sewing Room Supervisor in charge of 12 or more Dressmakers/ Seamstresses	1,039.14	1,065.43
Trainee Catering Officer		
1st Year	1,032.70	1,058.83
2nd Year	1,054.85	1,081.54
Thereafter	1,080.54	1,107.88
Cook		
Apprentice		
1st Six Months	518.17	531.28
2nd Six Months	724.94	743.28
3rd Six Months	828.5	849.46
4th Six Months	880.43	902.70
5th Six Months	933.66	957.28
6th Six Months	983.77	1,008.66
Cook		
Cook - Grade A	1,060.53	1,087.36
Cook - Grade B	1,034.93	1,061.11
Centralised Food Production Unit		
CFPU Cook - Level 1	1,093.55	1,121.22
CFPU Cook - Level 2	1,137.73	1,166.51
Chef		
Chef - Grade A	1,130.63	1,159.23
Chef - Grade B	1,105.49	1,133.46
Chef - Grade C	1,080.96	1,108.31
Centralised Food Production Unit		
CFPU Chef - Level 1	1,137.73	1,166.51
CFPU Chef - Level 2	1,177.64	1,207.43
CFPU Chef - Level 3	1,217.54	1,248.34
Maintenance/General Group		
Maintenance Supervisor		
Maintenance Supervisor (Non-Trades) In charge of staff	1,223.77	1,254.73
Maintenance Supervisor (Non-Trades) Otherwise	1,193.67	1,223.87
Boiler Attendant		
Boiler Attendant Maintenance of Plant	1,035.06	1,061.25
Boiler Attendant Other	1,023.77	1,049.67
Fireman		
Fireman	975.05	999.72
Fire Safety Officers		
Fire Safety Officer - Level 1 - Over 700 beds	1,768.38	1,813.12
Fire Safety Officer - Level 2 - 300-700 beds	1,573.88	1,613.70
Fire Safety Officer - Level 3 - Less than 300 beds	1,398.18	1,433.55

Motor Vehicle		
Motor Vehicle Driver <2950 Kilograms	1,030.63	1,056.70
Motor Vehicle Driver 2951 Kg and up to 4650 Kg	1,038.07	1,064.33
Motor Vehicle Driver 4651 Kg and up to 6250 Kg	1,045.37	1,071.82
Motor Vehicle Driver 6251 Kg and up to 7700 Kg	1,051.83	1,078.44
Motor Vehicle Driver 7701 Kg and up to 9200 Kg	1,058.60	1,085.38
Motor Vehicle Driver 9201 Kg and up to 10800 Kg	1,063.65	1,090.56
Motor Vehicle Driver 10801 Kg and up to 12350 Kg	1,069.91	1,096.98
Motor Vehicle Driver 12351 Kg and up to 13950 Kg	1,075.38	1,102.59
Motor Vehicle Driver 13951 Kg and up to 15500 Kg	1,080.96	1,108.31
Motor Vehicle Driver 15501 Kg and up to 16950 Kg	1,084.10	1,111.53
Motor Vehicle Driver 16951 Kg and up to 18400 Kg	1,087.10	1,114.60
Motor Vehicle Driver 18401 Kg and up to 19750 Kg	1,088.40	1,115.94
Motor Vehicle Driver 19751 Kg and up to 21100 Kg	1,091.20	1,118.81
Motor Vehicle Driver 21101 Kg and up to 22450 Kg	1,095.92	1,123.65
Tyre Fitter		
One Salary Rate	1,012.81	1,038.43
Ambulance Support Officer		
One Salary Rate	972.48	997.08
Patient Transport Officer (Non HealthShare)		
Trainee Patient Transport Officer	1,030.63	1,056.70
Patient Transport Officer	1,076.57	1,103.81
Gardening		
Apprentice		
1st Year	532.36	545.83
2nd Year	633.34	649.36
3rd Year	836.25	857.41
4th Year	937.76	961.49
Gardeners		
Gardener without Certificate	1,008.61	1,034.13
Gardener with Certificate	1,038.40	1,064.67
Head Gardener without Certificate	1,069.26	1,096.31
Head Gardener with Certificate	1,138.06	1,166.85
Vocational		
Instructor - Rehabilitation (Tradesman)		
1st Year	1,272.27	1,304.46
2nd Year	1,289.15	1,321.77
3rd Year and Thereafter	1,305.70	1,338.73
Training Officer (Non-Trade)		
1st Year	1,153.56	1,182.75
2nd Year	1,170.55	1,200.16
3rd Year and Thereafter	1,187.86	1,217.91
Health and Security Assistant		
One Salary Rate	1,084.30	1,111.73
Security		
One Salary Rate	1,031.61	1,057.71
Senior		
1st Year	1,125.71	1,154.19
2nd Year and Thereafter	1,152.92	1,182.09
Printing Operators		
1st Year	1,124.63	1,153.08
2nd Year	1,133.11	1,161.78
3rd Year and Thereafter	1,139.68	1,168.51
Child Care Worker		
1st Year	959.89	984.18
2nd Year	977.2	1,001.92

3rd Year	1,014.09	1,039.75
4th year	1,031.73	1,057.83
5th Year	1,052.26	1,078.88
6th Year	1,076.13	1,103.36
7th Year and Thereafter	1,095.06	1,122.77
Diversional Therapist with Diploma		
1st Year	1,040.43	1,066.75
2nd Year	1,102.26	1,130.15
3rd Year	1,163.02	1,192.44
4th year	1,224.32	1,255.30
5th Year and Thereafter	1,282.47	1,314.92
Residential Services Assistant		
1st Year of Service	1,070.80	1,097.90
2nd Year of Service	1,092.20	1,119.80
3rd Year of Service	1,113.40	1,141.60
4th Year of Service	1,139.70	1,168.50
5th Year of Service and Thereafter	1,160.40	1,189.80

Table 2 - Allowances

Allowance Description	Rate to apply prior to ffppoa 01/07/2022 \$	Rate from ffppoa 01/07/2022 \$
Special Allowance Post-mortem Assistants and Senior Post Mortem Assistants (per week)	103.70	106.32
Senior Laundry Staff - Technical Certificate (per week)	13.45	13.79
Leading Hand		
Leading Hand in charge of 2 to 5 employees (per week)	35.48	36.38
Leading Hand in charge of 6 to 10 employees (per week)	50.33	51.60
Leading Hand in charge of 11 to 15 employees (per week)	64.19	65.81
Leading Hand in charge of 16 to 19 employees (per week)	78.39	80.37
Automatic Rotary Press operation (per hour)	0.71	0.73
Housekeeper/Domestic Supervisor Nurse Home (per week)	9.68	9.93
Boiler Attendant		
Boiler Attendant's Certificate - other employees (per week)	8.93	9.16
Boiler Attendant's Certificate and Flash Type Generator (per week)	21.05	21.58
Fireman		
Boiler Attendant/Fireman - Specified Hospitals (per week)	54.02	55.39
Boiler Attendant/Fireman - Additional duties (per week)	24.91	25.54
Fire Safety Duties		
Ancillary Fire Safety Duties - Less than 100 beds (per week)	20.07	20.58
Ancillary Fire Safety Duties - 100 beds or more (per week)	44.75	45.88
Gardener		
Gardener without certificate in charge of 2 or more employees (per week)	35.50	36.40
Apprentice		
Apprentice Cook/Gardener - 1st year exam (per week)	2.64	2.71
Apprentice Cook/Gardener - 2nd year exam (per week)	5.73	5.87
Apprentice Cook/Gardener - 3rd year exam (per week)	7.71	7.91

N. CONSTANT, *Chief Commissioner*

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Commission Against Corruption.

(Case No. 197395 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

1 August 2022

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Extended Leave
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
23A.	Leave for Matters Arising from Domestic Violence
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Secure Employment Test Case - WHS Obligations
30.	Grievance and Dispute Resolution
31.	No Extra Claims
32.	Anti-Discrimination
33.	Salary Packaging
34.	Area, Incidence and Duration
	Schedule 1 - ICAC Officer Classification Salary Rates

Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2022.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Chief Commissioner - the Chief Commissioner of the ICAC

Domestic Violence - means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim
- respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Chief Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Chief Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Chief Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration in a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer grades and salary rates appear in Table 1 of Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) All ICAC positions are evaluated using job evaluation processes and placed within the ICAC Officer grades, as shown in Table 1 of Schedule 1 of this Award.
- (5) Table 2 of Schedule 1 shows the salaries of Investigation Division positions that receive overtime and/or incidents allowances as detailed in clauses 26(5) and 28(5) of this Award.
- (6) Merit based selection processes are required for permanent upward movement between ICAC Officer grades.

- (7) Progression through the salary points (increments) in an ICAC Officer grade requires satisfactory performance within the Commission's performance management system, as described in clause 7 of this Award.
- (8) This Award applies to positions as specified in position descriptions as at the making of this Award.
- (9) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2019.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Chief Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Chief Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Chief Commissioner and are subject to the control and direction of the Chief Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Chief Commissioner directs. The probationary period applies to permanent employees.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive public sector employer. Where the Commission offers ongoing employment in the same position then staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.
- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for one year on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4

month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible

recommendation to the Chief Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.

- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance Officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.

- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a fulltime employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 6 weeks recreation leave (over 30 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.

- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A fulltime staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave, of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWHS) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWHS).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Chief Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Chief Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Extended Leave

- (1) The ICAC extended leave entitlements are:
 - (a) Extended leave (EL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. EL may be taken at half pay.
 - (b) EL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) EL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) EL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's EL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) EL on Double Pay - A staff member with an entitlement to EL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, e.g. recreation leave, sick leave and EL will accrue at the single time rate where a staff member takes EL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take EL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of EL will be paid and not debited from a staff member's EL entitlement. In respect of public holidays that fall during a period of double pay EL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for EL purposes - The following service with public sector agencies may count for EL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Government Sector Employment Act 2013* and as defined by the Department of Finance, Services and Innovation, NSW Industrial Relations

Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for EL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following: -
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carer's leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of

- (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
 - (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carer's leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.

- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Chief Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Chief Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top Up Pay by the Chief Commissioner. Military Leave Top Up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- (b) For such period, not exceeding 12 months on a full-time basis, as the Chief Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 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, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a fulltime position who is on part time leave without pay when they start parental leave is paid:
- (a) at the fulltime rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the staff member 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 staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
 - (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Chief Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (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 staff member in reconciling work and parental responsibilities.
 - (b) The Chief Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commission's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
 - (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Chief Commissioner's decision to be in writing

The staff member's request under paragraph (9)(a) and the Chief Commissioner's decision made under paragraph (9)(b) must be recorded in writing.
 - (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before

- commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Commissioner agrees.
- (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Chief Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
 - (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Chief Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
 - (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
 - (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
 - (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
 - (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
 - (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, 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, job redesign and working from home or remotely.

- (19) If such adjustments cannot reasonably be made, the Chief Commissioner must grant the staff member maternity leave, or any available sick 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.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform the Chief Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (c) The staff member shall also notify the Chief Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the *Banks and Banks Holidays Act 1912* apply and provide for the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Chief Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (a) At the commencement of employment with the Public Sector, a fulltime staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
- (b) After the first four months of employment, a fulltime staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
- (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.

- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Chief Commissioner,
 - (d) other instances determined by the Chief Commissioner.

23A. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Staff experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days).
- (3) The leave is to be available for employees experiencing domestic and family violence, for purposes including; seeking safe accommodation; attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence; attending court and other legal proceedings relating to their experience of domestic and family violence; organising alternative care or education arrangements for their children; or other related purposes approved by the agency head.
- (4) When approving leave, the Chief Commissioner needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as; an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession; a

provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or a medical certificate.

- (5) The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (6) The leave entitlement does not extend to casual employees. Temporary and part-time employees will be entitled to the leave on a pro-rata basis
- (7) Where the leave entitlements referred to in subclause 23A(2) are exhausted, leave entitlements provided for Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, and Special Leave may be used by staff members experiencing domestic violence.
- (8) Personal information concerning domestic violence will be kept confidential by the Commission.
- (9) The Chief Commissioner, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

24. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc., where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Investigators (surveillance), who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
 - (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
 - (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.

- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
 - (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations Staff Overtime Allowance - Investigators, Senior Investigators, Senior Forensic Accountant, Special Investigators, Senior Technical Officers, Forensic Accountant, Technical Officer, Investigators (surveillance) and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators, Investigators (surveillance), Forensic Accountant, Technical Officer - 9.1%
 - (b) Senior Investigators, Special Investigators, Surveillance Team Leader, Senior Forensic Accountant and Senior Technical Officer - 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
 - (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.

(2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

(3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

(4) First Aid Allowance

(a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

(b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Investigator (surveillance), Surveillance Team Leader, Senior Technical Officer and Technical Officer in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

(a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.

(b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.

(c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Investigators (surveillance) are exempt from this rule and would have their own policy.

(d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.

(e) For travel involving no overnight stay no meal allowance will be paid. Investigators (surveillance) are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Chief Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.

- (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
- (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.
- (7) Motor Car allowances
- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
 - (b) Where other transport is available but, staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Secure Employment Test Case - WHS Obligations

- (1) For the purposes of this clause, the following definitions shall apply:
- (a) 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) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (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 work 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.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

- (4) Disputes regarding the application of this clause

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

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

30. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Commissioner.
- (6) If the matter remains unresolved, the Chief Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

31. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

32. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, pregnancy or potential pregnancy, disability, homosexuality or other sexual orientation, transgender identity, age, carer's or family responsibilities.

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

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

33. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

34. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award 2021 published on 6 August 2021 (389 I.G. 767) and all variations thereof and take effect from 1 July 2022 and shall remain in force until 30 June 2023.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

Table 1

ICAC OFFICER GRADE	Salary Point	FFPP 1.7.21 \$	FFPP 1.7.22 \$
1A	1	56,927	58,367
	2	58,178	59,650
	3	60,182	61,705
	4	61,691	63,252
	5	63,193	64,792

1B	1	64,201	65,825
	2	65,948	67,616
	3	67,956	69,675
	4	69,713	71,477
	5	71,471	73,279
1C	1	71,218	73,020
	2	72,973	74,819
	3	74,979	76,876
	4	76,734	78,675
	5	79,239	81,244
2	1	80,748	82,791
	2	82,503	84,590
	3	84,761	86,905
	4	87,517	89,731
	5	89,528	91,793
3	1	92,033	94,361
	2	94,538	96,930
	3	96,547	98,990
	4	99,553	102,072
	5	102,062	104,644
4	1	104,320	106,959
	2	106,828	109,531
	3	110,092	112,877
	4	113,098	115,959
	5	116,112	119,050
5	1	118,359	121,353
	2	121,117	124,181
	3	124,632	127,785
	4	128,644	131,899
	5	131,653	134,984
6	1	132,404	135,754
	2	136,415	139,866
	3	139,182	142,703
	4	142,689	146,299
	5	147,206	150,930
7	1	145,199	148,873
	2	147,451	151,182
	3	149,963	153,757
	4	152,218	156,069
	5	157,984	161,981
8	1	154,727	158,642
	2	158,988	163,010
	3	163,000	167,124
	4	167,011	171,236
	5	171,271	175,604

Table 2

FFPP 1 July 2022

Classification	Base Rate FFPP 1.7.22 \$	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	92,033		8,375	11,228	111,636
Investigator (Surveillance)	94,538		8,603	11,534	114,675

ICAC Officer Grade 3 - Salary Point 2					
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	96,547		8,786	11,779	117,112
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	99,553		9,059	12,145	120,757
Investigator (Surveillance) ICAC Officer Grade 3 -Salary Point 5	102,062		9,288	12,452	123,802
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	104,320		9,493		113,813
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	106,828		9,721		116,549
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	110,092		10,018		120,110
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	113,098		10,292		123,390
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	116,112		10,566		126,678
Technical Officer ICAC Officer Grade 4 - Salary Point 1	104,320		9,493	12,727	126,540
Technical Officer ICAC Officer Grade 4 - Salary Point 2	106,828		9,721	13,033	129,582
Technical Officer ICAC Officer Grade 4 - Salary Point 3	110,092		10,018	13,431	133,542
Technical Officer ICAC Officer Grade 4 - Salary Point 4	113,098		10,292	13,798	137,188
Technical Officer ICAC Officer Grade 4 - Salary Point 5	116,112		10,566	14,166	140,844
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	118,359	10,297			128,656
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 2	121,117	10,537			131,654
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	124,632	10,843			135,475
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	128,644	11,192			139,836
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	131,653	11,454			143,107

FFPP 1 July 2022

Classification	Base Rate FFPP 1.7.22 \$	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	94,361		8,587	11,512	114,460
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 2	96,930		8,821	11,825	117,576

Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	98,990		9,008	12,077	120,074
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	102,072		9,289	12,453	123,813
Investigator (Surveillance) ICAC Officer Grade 3 -Salary Point 5	104,644		9,523	12,767	126,933
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	106,959		9,733		116,693
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	109,531		9,967		119,498
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	112,877		10,272		123,149
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	115,959		10,552		126,512
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	119,050		10,834		129,883
Technical Officer ICAC Officer Grade 4 - Salary Point 1	106,959		9,733	13,049	129,742
Technical Officer ICAC Officer Grade 4 - Salary Point 2	109,531		9,967	13,363	132,861
Technical Officer ICAC Officer Grade 4 - Salary Point 3	112,877		10,272	13,771	136,920
Technical Officer ICAC Officer Grade 4 - Salary Point 4	115,959		10,552	14,147	140,659
Technical Officer ICAC Officer Grade 4 - Salary Point 5	119,050		10,834	14,524	144,407
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	121,353	10,558			131,911
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 2	124,181	10,804			134,985
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	127,785	11,117			138,903
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	131,899	11,475			143,374
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	134,984	11,744			146,727
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 1	121,353	10,558		14,805	146,716
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 2	124,181	10,804		15,150	150,135
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 3	127,785	11,117		15,590	154,492
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 4	131,899	11,475		16,092	159,466

Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 5	134,984	11,744		16,468	163,195
Special Investigator ICAC Officer Grade 6 - Salary Point 1	135,754	11,811			147,564
Special Investigator ICAC Officer Grade 6 - Salary Point 2	139,866	12,168			152,035
Special Investigator ICAC Officer Grade 6 - Salary Point 3	142,703	12,415			155,118
Special Investigator ICAC Officer Grade 6 - Salary Point 4	146,299	12,728			159,027
Special Investigator ICAC Officer Grade 6 - Salary Point 5	150,930	13,131			164,061

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFP 1.7.21 \$	FFP 1.7.22 \$
Associate's Allowance subclause 28(2)		
- Total allowance payable in 12 month financial period not to exceed	6,820 p.a.	6,993 p.a.
- 50% allowance payable to approved staff members on basis of training and availability	3,410 p.a.	3,496 p.a.
- Daily Rate	85.25 pd	87.40 p.d.
Community Language Allowance Scheme subclause 28(3)	1,482 p.a.	1,519 p.a.
Alarm Allowance (on call allowance)	1.03 ph/	1.06 p.h.
- For officers that are required to be on call	7,152 p.a.	7,333 p.a.
First Aid Allowance (Senior)	1,434 p.a.	1,470 p.a.
First Aid Officer Allowance subclause 28(4)	955 p.a.	979 p.a.

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.

(b) Specified journey rate will be 40% of official business rate.

- (5) Casual Employees: Persons employed on a casual basis will receive:
- (a) Loadings of
 - (i) 15% for Mondays to Fridays
 - (ii) 50% for Saturdays
 - (iii) 75% for Sundays
 - (iv) 150% for Public Holidays
 - (b) An additional payment of 1/12th in lieu of annual leave
 - (c) Minimum period of engagement of 3 hours
 - (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
 - (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (2) Personal Carer's entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
 - (b) The Chief Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Chief Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(3) A Family Member for the Purposes of (2)(a) above is:

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

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

(4) Bereavement entitlements for casual employees

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

- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

N. CONSTANT, *Chief Commissioner*

D. SLOAN, *Commissioner*

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL CAREER MEDICAL OFFICERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 190786 of 2022)

Before Chief Commissioner Constant

6 July 2022

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Senior Career Medical Officer
5.	Salary increases and work value
6.	In-Charge Allowance
7.	Hours of Work
7A.	Multiple Assignments
8.	Penalty Rates
9.	Time Worked
10.	Overtime
11.	On-Call and Call-Back
12.	Annual Leave
13.	Public Holidays
14.	Sick Leave
15.	Family and Community Services Leave and Personal/Carer's Leave
15A.	Family Violence Leave
16.	Uniform and Laundry Allowance
17.	Continuing Medical Education
18.	Settlement of Disputes
19.	Travelling Allowances
20.	Long Service Leave
21.	Maternity, Adoption and Parental Leave
21A.	Lactation Breaks
22.	Trade Union Leave
23.	Labour Flexibility
24.	Anti-Discrimination
25.	Salary Sacrifice to Superannuation
26.	Salary Packaging
27.	Reasonable Hours
28.	Higher Duties Allowance
29.	Underpayment and Overpayment of Salaries
30.	No Extra Claims
31.	Area, Incidence and Duration

PART B

Table 1 - Allowances

PART A**2. Definitions**

"Association" means the Australian Salaried Medical Officers' Federation (New South Wales) or the Health Services Union NSW.

"Award" means the Public Hospital Career Medical Officers (State) Award 2022.

"Career Medical Officer" means a medical practitioner who is registered with the Medical Board of Australia and is not employed under the classifications set out in the Public Hospital Medical Officers (State) Award.

"Day Worker" means a worker who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00am and before 10.00am 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 NSW.

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

"Ministry" means the NSW Ministry of Health.

"Public Health Organisation" means an organisation defined in section 7 of the *Health Services Act 1997* as follows:

- (a) a Local Health District; or
- (b) a statutory health organisation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

"Secretary" means the Secretary of the Ministry of Health.

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

3. Salaries

Part A -

Full time Career Medical Officers shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award.

Career Medical Officers with less than five years postgraduate experience shall be appointed to Grade 1.

Career Medical Officers with five years postgraduate experience or more shall be appointed to Grade 2.

Progression within Grades 1 and 2 shall occur on the anniversary of appointment. Provided that nothing in this clause precludes the employer, at the employer's sole discretion, from:

- (i) initially appointing a Career Medical Officer to a higher step within the relevant grade; or
- (ii) accelerating a Career Medical Officer through the steps within the relevant grade irrespective of length of service.

Provided that an employee employed on the Transitional Grade as at the commencement date of this Award shall remain on that scale. Progression within the Transitional Grade shall be in accordance with the provisions of this Award.

Individual Career Medical Officers employed as at 26 May 2005 in receipt of a salary higher than that of Senior Registrar as set out in the Health Professional and Medical Salaries (State) Award may reach written agreement with the employer that overtime payment will be calculated on the salary ascribed to Senior Registrar, as varied from time to time. Any such agreement will require further written agreement on an annual basis.

Part B -

- (a) For the purpose of calculation of payments to employees pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying "one hour's pay" (as calculated in accordance with the above formula) by 7.6.

- (b) Employees shall be eligible to progress to the next higher step in the scale on the anniversary of the date on which they were appointed.

Part C - Permanent Part-Time Career Medical Officers

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Employees engaged under Part C of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Part A, with a minimum payment of two hours for each start and one thirty-eighth of the appropriate allowances prescribed by clause 16, Uniform and Laundry Allowances, if applicable but shall not be entitled to an additional day off or part thereof as prescribed by clause 7, Hours of Work.
- (iii) Employees engaged under Part C of this clause shall be entitled to all other benefits of this Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) Employees engaged under Part C of this clause are entitled to contribute to the appropriate superannuation scheme subject to the requirements of relevant legislation.
- (v) A permanent part-time employee will progress to the next incremental step every 12 months from the date of commencement of employment, provided the work performed by the employee outside the scope of the part-time agreement is commensurate with the experience of a full-time employee and is acceptable to the employer. This subclause does not preclude accelerated progression.

4. Senior Career Medical Officer

- (i) A grading committee consisting of two nominees of the Ministry and two representatives of the Association(s) shall be constituted to consider and make recommendations to the employer in relation to appointment to the Senior Career Medical Officer grade. The committee shall meet to consider an application for progression to this grade by a Career Medical Officer within 28 days of an application being submitted to the employer.
- (ii) The grading committee shall not recommend appointment to the Senior Career Medical Officer grade unless the individual:
- (a) has at least seven years postgraduate clinical experience; and

- (b) has a demonstrated capacity to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality; and
 - (c) is required by the employer to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality as required by the employer.
- (iii) If a grading committee does not recommend progression by a Career Medical Officer to Senior Career Medical Officer then the committee must provide written reasons to why progression was not recommended, which should provide guidance in respect of any future applications. Such written reasons must be provided to the Career Medical Officer within 21 days of the date of the meeting held to consider the application for regrading.
 - (iv) A Career Medical Officer shall not make more than one application for progression to Senior Career Medical Officer in any 12 month period.
 - (v) Subject to subclause (vi) of this clause, a Senior Career Medical Officer will progress to the second step of the Senior Career Medical Officer grade on the anniversary of his or her commencement on that grade.
 - (vi) A Career Medical Officer appointed to the Transitional Grade shall be entitled to apply to be appointed to the Senior Career Medical Officer grade in accordance with the provisions of this clause. Provided that a Career Medical Officer who has been employed on the top step of the Transitional Grade for at least 12 months and who is appointed as a Senior Career Medical Officer shall be entitled to progress to the second step of the Senior Career Medical Officer grade after six months.

5. Salary Increases and Work Value

The employer and the Associations agree that the salary rates provided under this Award recognise and cover all work value change and productivity gains for the period up to 1 July 2007 and extinguish all work value, special case or other claims prior to that date for Career Medical Officers.

6. In-Charge Allowance

An allowance as set out in Item 1 of Table 1 - Allowances shall be paid to employees for each twelve hours of duty or part thereof of continuous in-charge duty for responsibility for after hours medical services. This allowance shall be varied in accordance with increases in salary rates under this Award.

7. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering employees for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting employees roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an employee shall be paid the monetary value of any untaken additional roster leave, calculated at the employee's ordinary time rate of pay as prescribed by clause 3, Salaries.
- (ii) Employees shall be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than eight hours in length on a weekday or less than four hours in length on a Saturday, Sunday or public holiday.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.

- (vi) Where in any pay period, an employee is not employed for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number -

Number of calendar days employed

Number of calendar days in pay period

- (vii) Employees shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This subclause shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.
- (viii) In the interests of patient care and the health and welfare of medical staff, employees shall have a break from duty for the purpose of taking a meal. There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (ix) If employees are required to work during their meal breaks they shall be paid for the time worked. Unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed.
- (x) Medical administrators are to establish simple and effective procedures in consultation with employees to record when staff are required to work through their meal breaks and to ensure that payment is made.

Clause 7A. Multiple Assignments

- (i) Multiple assignments under this Award exist when an employee has more than one position under this Award within the NSW Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) An employee can only enter into a multiple assignment arrangement within this Award.
- (iii) Where an employee has multiple assignments, the employee will progress in accordance with clause 3 and clause 4.
- (iv) With the exception of subclause (iii) above, 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 Public Health Organisation

- (v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation.
- (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 subclause 7 (i), Hours of Work.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in subclause 7 (i), Hours of Work, they will be considered as a full time employee for the purposes of the Award and:
1. that employee is entitled to additional days off in accordance with subclause (ii) of clause 7, Hours of Work

2. Subclause 7 (v) 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 paragraph (b) of this subclause, the Provisions of Part C - Permanent Part Time Career Medical Officers, of clause 3, Salaries shall apply.
- (e) 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 paragraphs (c) or (d) of this subclause.

Leave

- (f) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (g) 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. Service in all assignments will be recognised for the purposes of paragraph (b) in subclause (i) of clause 14, Sick Leave.
- (h) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, the additional leave shall accrue from both assignments in accordance with subclause (ii) of clause 12, Annual Leave.
- (i) Service in all assignments will be recognised for the purposes of entitlements under clause 21, Maternity, Adoption and Parental Leave.
- (j) 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

- (k) 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
- (l) 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.
- (m) 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.
- (n) 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 Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
- (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Career Medical Officer who commences another 0.4 full time equivalent assignment in another Public Health Organisation 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 Public Health Organisations at the time this clause was inserted into 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 long service leave entitlements under the Award.
 - (d) Service in all assignments will be recognised for the purposes of entitlements under clause 21, 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 15.
 - (f) Service in all assignments will be recognised for the purposes of entitlements of Continuing Medical Education as provided in clause 17.
 - (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 clause 7, Hours of Work 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 Public Health Organisations, subclause (m) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (viii) Where any change to the boundaries of any Public Health Organisation 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.

8. Penalty Rates

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate:

- (i) Hours worked between 6.00 pm and midnight, Monday to Friday - 12.5%.
- (ii) Midnight and 8.00 am, midnight Sunday to midnight Friday - 25%.
- (iii) Midnight Friday and midnight Saturday - 50%.
- (iv) Midnight Saturday and midnight Sunday - 75%.

9. Time Worked

Time worked means the time during which an employee is required by the employer to be in attendance at a hospital for the purpose of carrying out such functions as the employer may call on him/her to perform, and it shall include times when the employee, in waiting to carry out some active functions, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include uninterrupted breaks allowed and actually taken for meals.

Provided further that where an employee attends of his/her own volition outside of hours rostered on duty, or where an employee remains in attendance when formally released from the obligation to perform professional duties, the employer shall not be liable to make any payment for such attendance.

10. Overtime

- (i) All time worked by employees in excess of the ordinary hours specified in clause 7, Hours of Work, shall be paid at the rate of time and one half for the first two hours, and double time for the remaining hours worked, provided that all overtime performed on a Sunday shall be at double time.
- (ii) All time worked by employees employed pursuant to Part C, Permanent Part-Time Career Medical Officers, of clause 3, Salaries, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift shall be paid at the appropriate overtime rate prescribed herein. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on the shift concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) An employee who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime the meal allowance as determined by the Industrial Relations Secretary from time to time:
 - (a) for breakfast when commencing such overtime work at or before 6.00 am;

- (b) for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 pm;
 - (c) for luncheon when such overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays;
or shall be provided with adequate meals in lieu of such payments.
- (iv) Provided however that an employee employed in a community health facility shall be granted time in lieu of overtime payments. Such time in lieu shall be taken within three months of accrual and at ordinary time. If such accrued time in lieu is unable to be taken within the three month period, it is to be paid out at the end of the three month period in accordance with subclause (i) above at the current rates of pay then applying.

11. On-Call and Call-Back

- (i) An "on-call period" is a period during which an employee is required by the employer to be on-call. No employee shall be required to remain on call while on leave.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An employee shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 2 of Table 1 - Allowances and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 2 with a maximum payment as set out in the said Item 2 per week. These allowances shall be varied in accordance with increases in salary rates under this Award.
- (iv) Subject to subclause (v) below, an employee who is called back for duty shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates. If an employee is called back on more than one occasion during the call back period for which he or she is paid, the employee will not be entitled to further payment until the expiration of the four hour payment period.
- (v) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates.
- (vi) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred being available for emergency duty.

12. Annual Leave

- (i) All employees shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months service as defined in this Award plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Employees who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
 - (a) if 35 or more such periods on such days have been worked - one week;
 - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
 - (c) work performed by reason of call-backs pursuant to clause 10, Overtime, shall be disregarded when assessing an employee's entitlement under this subclause.

- (d) The calculations referred to in paragraphs (a) and (b) of this subclause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (e) An employee, with accrued additional annual leave pursuant to this subclause (ii), can elect at any time to be paid an amount equivalent to the value of accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (iii) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the employee, be postponed for a further period not exceeding six months.
 - (iv) If the employee and the employer so agree, the annual leave or any such separate periods may be taken wholly or partly in advance before the employee has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
 - (v) Except as provided by this clause, payment shall not be made to an employee in lieu of any annual leave or part thereof nor shall any such payment be accepted by the employee.
 - (vi) The employee shall be given at least two months notice of the date from which his/her annual leave is to be taken.
 - (vii) Each employee shall be paid before entering upon annual leave his/her ordinary rate of salary for the period of leave.
 - (viii) Where the employment of an employee is terminated, the employee shall be entitled to receive proportionate payment for each completed month of service, together with such additional annual leave entitlements due under subclause (ii). All payments are to be made at the rate of salary to which such employee is entitled under this Award.
 - (ix) Where the annual leave under this clause or any part thereof has been taken in advance by an employee pursuant to subclause (iv), of this clause; and
 - (a) the employment of the employee is terminated before he/she has completed the year of employment in respect of which such annual leave or part thereof was taken; and
 - (b) the sum paid to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under sub clause (viii) of this clause,

the employer shall not be liable to make any payment to the employee under the said sub clause (viii); and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.
 - (x) Any annual leave which had accrued to an employee employed immediately prior to the operative date of this Award under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an employee under the provisions of this clause.

(NOTATION: The conditions under which the annual leave loading shall be paid to employees are the same as generally applied through policy directives issued by the Ministry).

13. Public Holidays

- (i) Public Holidays shall be allowed to employees on full pay.

- (ii) Where an employee is required to and does work on any of the public holidays, as set out in this clause, the employee shall have one day added to the period of his/her annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the employee. The provisions of this subclause shall also apply to employees where a public holiday falls on a rostered day off.
- (iii) Provided that an employee who has accrued additional annual leave referred to in paragraph (ii) of this subclause can elect at any time to be paid an amount equivalent to the value of accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (iv) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital in which the employee is employed is situated.
- (v) All hours worked on public holidays shall be paid at the rate of time and one half.

14. Sick Leave

- (i) An employee shall be allowed sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
 - (a) The employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner, approved by the employer, or may require other satisfactory evidence thereof. This requirement shall be dispensed with where the absence does not exceed two consecutive days.
 - (b) An employee shall not be entitled to sick leave until the expiration of three months' continuous service.
 - (c) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
 - (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay, if the employee elects such payment. The employee's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
 - (e) An employee not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of clause 20, Long Service Leave.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable under clause 16, Uniform and Laundry Allowance.
- (iv) Sick leave as defined shall accrue and be transferable between hospitals, at the rate of 76 rostered ordinary hours of work per year of continuous service, minus leave taken.

- (v) Any sick leave which had accrued to an employee employed immediately prior to the operative date of this Award, under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an employee under the provisions of this clause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual or long service leave shall be re-credited where an illness of at least a week's duration occurs during the period of annual or long service leave, provided that the period of leave does not occur prior to retirement, resignation or termination of service.

15. Family and Community Services Leave and Personal/Carer's Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the *Health Industry Status of Employment (State) Award* are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

(i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

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

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

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case. Applications for

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

(iv) FACS Leave - entitlement

(a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

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

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

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

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift 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, 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 paragraph (i) of Part B, Personal/Carer's Leave, 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 subparagraph (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 paragraph (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 subparagraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time,

during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subparagraph (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 subparagraphs (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.

15A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* 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.

16. Uniform and Laundry Allowances

- (i) Sufficient suitable and serviceable uniforms shall be provided for each employee required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where an employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
 - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 3 of Table 1 - Allowances;
 - (b) in other cases, an amount as also set in Item 3 of Table 1.

17. Continuing Medical Education

- (i) After 12 months employment, an employee shall be entitled to 7 days of paid leave per annum for the purposes of Continuing Medical Education and professional development. This entitlement can accrue to a maximum of 21 days. The value of such leave is not payable on termination.
- (ii) The approval of the employer is required for such leave, which must not interfere with the maintenance of essential services and patient care. Approval shall not be unreasonably withheld.
- (iii) The Continuing Medical Education or professional development activities undertaken during such paid leave must be relevant to the position occupied by the employee.
- (iv) Expenses associated with such leave are to be reimbursed by the employer, provided that no expenses or allowances shall be payable in respect of travel or accommodation outside Australia, except in respect of courses run under the auspices of a recognised Australasian Specialist College in New Zealand. The provisions of the Ministry of Health Policy Directive PD2016_010, Official Travel, as amended from time to time, shall apply to any travel under this clause.
- (v) Expenses shall be reimbursed where the approved Continuing Medical Education or professional development activity falls on days that would not otherwise be working days.

18. Settlement of Disputes

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

- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head Office of the Association(s). The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) While these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied. Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue while these procedures are being followed. For this purpose "status quo" means the work procedures and practice in place:
 - (a) immediately before the issue arose; or,
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (iv) The Association(s) reserve(s) the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members with equal representatives of the Secretary and the Association(s). Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer and the Association(s) respectively with such recommendation as it may think right and in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the industrial committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

19. Travelling Allowances

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance equivalent to the transport allowance rate payable to members of the New South Wales Health Service as determined under the *Health Services Act 1997* from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An employee who, with the approval of the chief executive officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the abovementioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the chief executive officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 805 kilometres of official running, he/she shall be paid at the official business rate payable to members of the New South Wales Public Service as determined by clause 36 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 from time to time.
- (iii) For the purpose of subclause (ii) travel on official business:
 - (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
 - (b) does not include "call backs";
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

NOTATION:

- (i) For conditions relating to secondments see relevant Ministry of Health policy directives.
- (ii) Travelling compensation applies to staff required to work at centres other than their headquarters.

20. Long Service Leave

(i)

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

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

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

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

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

- (a) service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 7 of the Ministry of Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.
- (b) Broken periods of service with the employer in one or more hospitals shall count as service subject to the condition that where an employee, after ceasing employment with the employer is re-employed subsequent to the 1st July 1974, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
- (c) Service shall not include -
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July 1974;
 - (2) any period of part-time service, except permanent part-time service.

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

- (a) on full pay;
- (b) on half pay; or

- (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination unless the employee transfers his or her leave entitlement in accordance with Section 7 of the 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 employee and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an employee has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

21. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(iv) Where an employee wishes to make a request under subparagraph (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 paragraph (i).

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (c) Part-time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave, of this clause.
- (d) Liability for Superannuation Contributions

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

21A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

22. Trade Union Leave

(i) Eligibility

Applies to members of the Association(s) accredited by the Association(s) as delegates.

(ii) Paid Special Leave

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; and
- (b) meetings of the union's executive/committee of management;
- (c) authorised union delegate meetings;
- (d) annual conference of Unions NSW;
- (e) bi-annual conference of the Australian Council of Trade Unions.

(iii) Limits

There is no limit on the special leave that could be applied for or granted.

(iv) Responsibilities of the Union Delegate

Responsibilities of the union delegate are:

- (a) to establish accreditation as a delegate with the union;
- (b) to provide sufficient notice of absence to the employer; and,
- (c) to lodge a formal application for special leave.

(v) Responsibilities of the relevant Association

Responsibilities of the relevant Association are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and,
- (c) to provide the employer with confirmation of attendance of the accredited delegate.

(vi) Responsibilities of the employer

Responsibilities of the employer are:

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and,
- (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

(viii) Travel Time

Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is taken on an accredited delegate's non-working day or before or after their normal hours of work.

(ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this clause - see also subclause (v) above.

23. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to 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 mixed functions/higher duties allowances shall apply in such circumstances. In no circumstances shall an employee's salary be reduced by the application of this clause.

24. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

25. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 3, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 26. Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an

employee is entitled under the relevant award or any applicable award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-Contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 3. Salaries, of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

26. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.

- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in Clause 3. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

27. Reasonable Hours

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;

- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

28. Higher Duties Allowance

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

29. Underpayment and Overpayment of Salaries

The following process will apply once the issue of underpayment or overpayment is substantiated.

- (i) Underpayment
 - (a) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
 - (b) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (ii) Overpayment
 - (a) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (b) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (c) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (d) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(c) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (e) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(c) above, the Employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

30. 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.

31. 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 second column in the table in Part B, Table 1 - Allowances will apply from the first full pay period on or after 1 July 2022.
- (ii) This Award rescinds and replaces the Public Hospital Career Medical Officers (State) Award 2021 published 11 February 2022 (391 I.G. 469) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B

Item No.	Clause No	Allowance Description	Frequency	Rate from fpp on or after 1 July 2021 \$	Rate from fpp on or after 1 July 2022 \$
		In-Charge			
1	6	In-charge allowance	Per 12 hours of duty or part thereof	36.80	37.70
		On Call			
2	11(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	Per Day	40.30	41.30
2	11(iii)	On-call allowance per on-call period which coincides with a day rostered off duty	Per Day	80.60	82.60
2	11(iii)	On Call Per Week (Career Med. Officers) Uniform	Per Week	282.20	289.30
3	16(ii)(a)	Full uniform including special shoes if required	Per Week	2.57	2.70
3	16(ii)(b)	Other cases	Per Week	1.89	1.99

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1912)

SERIAL C9501

**TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE
CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS
AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 192504 of 2022)

Before Chief Commissioner Constant

6 July 2022

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Director's and Nominated Supervisor's Allowances
4.	Miscellaneous
5.	Conditions of Employment
6.	Terms of Engagement and Information to be provided to Teachers
7.	Disputes and Grievance Procedures
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Director's Allowances

Table 3 - Nominated Supervisor's Allowance

PART A

1. Definitions

For the purposes of this Award, except for Clause 3, Director's and Nominated Supervisor's Allowance, all reference to teachers in this Award shall include Director or Nominated Supervisor.

- (a) "Teacher" means any person employed as such in an ECS Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (h), (i), (j) and (k) of this clause.
- (i) "Casual Teacher" means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.

- (ii) "Temporary Teacher" means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.
- (b) "Centre Year" means the number of weeks for which a particular ECS Centre is open over the course of a calendar year.
- (c) "Director" means the teacher who is responsible for the day to day operation and management of the Early Childhood Services Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (j) and (k) of this clause.
- (d) "Early Childhood Services (ECS) Centre" means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include long day care centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:
 - (i) "Long Day Care Centre" means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year;
- (e) "Unit" means a group or class of children which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times.
- (f) "Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its replacement.
- (g) "University" means an Australian University
- (h) "Graduate" means a teacher who holds specialist B. Ed (Early Childhood) from a Recognised University or Recognised Teacher Training Institution.
- (i) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or which the Conciliation Committee determines as being so equivalent.
- (j) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
 - (ii) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study in Early Childhood Education at Category UG2 level; or
 - (iii) A teacher who has acquired other equivalent qualifications; or
 - (iv) A three year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (k) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate holding B. Ed (Early Childhood) (four years full-time course); or
 - (ii) A teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised University or Recognised Teacher Training Institution; or

- (iii) A teacher who has, in addition to satisfying the requirements for classification as a three years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at Category PGI Level; or
 - (iv) A teacher who has acquired other equivalent qualifications; or
 - (v) A four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (l) "Nominated Supervisor" means a teacher who is appointed as Nominated Supervisor under the *Children (Education and Care Services National Law Application) Act (NSW) 2010* as varied or replaced from time to time.
- (m) "Union" means the Independent Education Union of Australia NSW/ACT Branch and/or Health Services Union NSW.

2. Salaries

2.1 Full time Teacher employees shall be paid the rates and allowances in the tables of Part B - Monetary Rates of this Award.

2.2 The minimum weekly salary payable to full-time teachers shall, subject to the other provisions of this Award, be calculated by dividing the per annum rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 52.17857.

(a) Three Years Trained Teachers

(i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

(b) Four Years Trained Teachers

(i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

2.3 Part-Time and Temporary Teachers

(a) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed by the salaries clause of each relevant calling, with a minimum payment of 3 hours for each start.

(b) The days of attendance and normal hours of work of a part-time teacher may be varied or increased at any time only by mutual agreement between the employer and the teacher. Such agreement will not be unreasonably withheld by either party.

(c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification. Where the temporary contract is 13 weeks or less, a loading of 10% shall be applied.

2.4 Casual Teachers

(a) The hourly rate of a casual teacher shall be calculated by dividing the weekly salary prescribed in 2.1 of this clause by 38. A loading of 10% shall then be added to the hourly rate. A casual teacher shall be paid a minimum of 2 hours for each engagement.

(b) The amount obtained by the operation of paragraphs (a) and (b) of this subclause is exclusive of the pro rata payment to which the teacher is entitled under the *Annual Holidays Act 1944*.

2.5 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer, shall upon engagement establish to the satisfaction of the employer, the length of their teaching service in any Pre-school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia. That period so established shall be taken to be the length of service for the purpose of that employment.
- (b) Teachers employed at the time of the making of this Award with existing recognised experience which may not directly fall into the categories as prescribed in paragraph (a) above, shall continue to have their experience recognised for the purposes of incremental progression.
- (c) For the purpose of calculating service:
 - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraph (a) of this subclause shall be counted as service.
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall total one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year).
 - (iii) The amount of service of a casual teacher shall be calculated as one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year). Casual service performed only in the preceding four years shall be included in determining incremental progression.

2.6 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows: -

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that they have had or will have conferred on them the diploma, degree or equivalent recognition of the completion of the course of training which makes them eligible to be so transferred.
- (b) Where an application is made under paragraph (a) above which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
 - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
 - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i) of this paragraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher salary scale.

- (d) A teacher shall be transferred to the higher salary scale on the following basis:
 - (i) A Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teacher's years of service on the lower scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

3. Director's and Nominated Supervisor's Allowance

3.1 Director's Allowance

- (a) A full-time teacher who is appointed as a Director as defined in Clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to Clause 2, Salaries, on a weekly basis, an allowance for a Director calculated by dividing the per annum rates as set out in Table 2 - Directors' Allowance, of Part B, Monetary Rates, by 52.17857.
- (b) The level of the director's allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Director as defined in Clause 1, Definitions, of this Award, shall be paid, in addition to the amounts payable pursuant to Clause 2, Salaries, of this Award, an allowance in accordance with Table 2 - Director's Allowance, a proportionate basis to the hours they work.

3.2 Nominated Supervisor's Allowance

- (a) A full time teacher who is not the Director and is appointed as the Nominated Supervisor as defined in clause 1 shall be paid an allowance as set in Table 3 and shall be advised by the employer on appointment which allowance is to apply.
- (b) The level of the Nominated Supervisor's Allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Nominated Supervisor, as defined in clause 1, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this Award, an allowance in accordance with Table 3 - Nominated Supervisor's Allowance on a proportionate basis to the hours they work.
- (d) It is not intended that Directors shall be displaced by the appointment of a Nominated Supervisor as a result of the operation of this clause.

4. Miscellaneous

4.1 Crib Break

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday paid crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises or elect not to be on call during the crib break. Where a reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. During this time the teacher cannot be counted as part of the child/staff ratios under the Education and Care Services National Regulations. Such time away from the premises or not on call shall not count as time worked nor shall any payment be made for such time.

However, if the teacher is called back to perform any duties within the centre or the break is interrupted for any reason the teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

Notation: It is agreed between the parties that any agreement between the teacher and the employer concerning an unpaid crib-break must be genuine. For example, a teacher cannot be required by the employer to agree to an unpaid crib-break as a condition of on-going employment. Any agreement should be recorded in writing and kept with pay records.

4.2 Professional Development, Training and Planning

- (a) Teachers are required to attend Professional Development and Training as mandated by the Education and Care Services National Regulations.
- (b) Where a Teacher attends a course as requested and required by the employer after hours, the teacher shall either receive time in lieu at ordinary rates or be paid at overtime rates for the time in attendance at the course. A teacher may not unreasonably refuse to attend courses as required under the Education and Care Services National Regulations.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with Clause 7, Disputes and Grievance Procedures.

4.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers will be granted paid leave to attend a first aid course, or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rates or be paid at overtime rates for course attendance time.

4.4 Non-Contact Time

- (a) Teachers shall receive a minimum of two hours per week non-contact time to perform programming and planning duties. Teachers will not be required to supervise children during this time.
- (b) Teachers appointed as Directors or Nominated Supervisors shall receive a minimum of two and a half hours per week of non-contact time in addition to non-contact time as teacher and/or Director to perform administrative duties.

4.5 Child-Free Days

- (a) Teachers covered by this Award may, depending on the operational requirements of the Centre, participate in a child-free day(s). Child-free days may be allocated solely for the purposes of setting up the centre, group planning and cleaning of premises and resources. The number and timing of such days shall be determined at a local level. Child-free days are not guaranteed from Centre to Centre.

5. Conditions of Employment

- 5.1 Directors and Teachers employed under this Award will have all other conditions of employment established by those contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time.

6. Terms of Engagement and Information to be Provided to Teachers

- 6.1 The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the

Centre, the teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.

- 6.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks' notice or otherwise by agreement.
- 6.3 During the first three months of employment, employment shall be from week to week. After three months of continuous service, employment may be terminated only by 28 days' notice given either by the employer or the employee or by payment or forfeiture of 28 days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.
- 6.4 Upon the termination of service of a teacher other than a casual teacher, the employee may request from the employer for a statement of service. The statement of service shall:
- (a) set out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher, or
 - (b) include a Job Description or List of Duties.
- 6.5 On termination of casual employment, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of their engagement provided that such request is made during or on termination of the casual engagement.

7. Disputes and Grievance Procedures

- 7.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive 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 employee's Union.
- 7.2 Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the relevant Head Office of the employee's Union. This dispute will then be dealt with pursuant to subclause 7.5 of this clause.
- 7.3 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 7.4 The employee's Union may vary this procedure where it is considered a safety factor is involved.
- 7.5 With a view to an amicable and speedy settlement, all disputes that cannot be settled in accordance with subclauses 7.1 and 7.2 above may be submitted to a committee consisting of not more than 6 members, equally represented by NSW Health and the employee's Union. The committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the employee's Union with recommendations. In the event that no mutual decision is reached by the committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- 7.6 This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

8. No Extra Claims

- 8.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (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.

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

9. Area, Incidence and Duration

- 9.1 This Award shall apply to all teachers employed in ECS centres as defined in subclause (d) of Clause 1, Definitions, of this Award.
- 9.2 Other conditions of employment not included in this Award shall be governed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 as varied or replaced from time to time.
- 9.3 This Award shall take effect from 1 July 2022 and shall remain in force for a period of one year. The rates and allowances 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.
- 9.4 This Award rescinds and replaces the Teachers (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2021 published on 8 April 2022 (391 I.G. 966) and all variations thereof.

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following minimum annual salaries have effect from the dates specified at the head of each column:

Classification/Incremental Salary Step	Rate to apply prior to FFPPOA 01/07/2022 Per annum \$	Increased Annual Rate FFPPOA 1 July 2022 Per annum\$
Three Years Trained Teachers		
Step 1	57,500	58,955
Step 2	60,427	61,956
Step 3	63,583	65,192
Step 4	66,505	68,188
Step 5	69,578	71,338
Step 6	72,894	74,738
Step 7	74,726	76,617
Step 8	76,544	78,481
Step 9	79,593	81,607
Step 10	82,777	84,871
Step 11 and Thereafter	85,005	87,156
Four Years Trained Teachers		
Step 1	61,140	62,687
Step 2	64,928	66,571
Step 3	68,582	70,317
Step 4	72,630	74,468
Step 5	76,394	78,327
Step 6	79,593	81,607
Step 7	82,777	84,871
Step 8	86,363	88,548
Step 9 and Thereafter	89,815	92,087

Table 2 - Director's Allowance (Clause 3.1)

Units	Allowance Description	Rate to apply prior to FFPPOA 01/07/2022 Per annum \$	Increased Annual Rate FFPPOA 1 July 2022 Per annum \$
1	Director's Allowance - Unit 1	6,420	6,582
2	Director's Allowance - Unit 2	7,834	8,032
3	Director's Allowance - Unit 3	9,778	10,025
4	Director's Allowance - Unit 4	12,215	12,524

Table 3 - Nominated Supervisor's Allowance (Clause 3.2)

Units	Allowance Description	Rate to apply prior to FFPPOA 01/07/2022 Per annum \$	Increased Annual Rate FFPPOA 1 July 2022 Per annum \$
1	Nominated Supervisor's Allowance - Unit 1	2,085	2,138
2	Nominated Supervisor's Allowance - Unit 2	2,545	2,609
3	Nominated Supervisor's Allowance - Unit 3	3,184	3,265
4	Nominated Supervisor's Allowance - Unit 4	3,980	4,081

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 77087 of 2022)

Before Commissioner Sloan

15 July 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 18 July 2022 and 14 August 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.13
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.20
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.29
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.29
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.29
Rigid-carrying capacity over 14 tonnes or more	\$0.38
Single Axle Prime Mover	\$0.38
Bogie Axle Prime Mover	\$0.46

For pay periods commencing between 20 June 2022 and 18 July 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.18
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.26
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.26
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.26
Rigid-carrying capacity over 14 tonnes or more	\$0.33
Single Axle Prime Mover	\$0.34
Bogie Axle Prime Mover	\$0.41

2. Delete the table in subclause 3.3 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, and insert in lieu thereof the following:

For pay periods commencing between 18 July 2022 and 14 August 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.12
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.12
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.12

Rigid-carrying capacity over 14 tonnes or more	\$5.28
Single Axle Prime Mover	\$5.30
Bogie Axle Prime Mover	\$6.44

For pay periods commencing between 20 June 2022 and 18 July 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.65
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.65
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.65
Rigid-carrying capacity over 14 tonnes or more	\$4.68
Single Axle Prime Mover	\$4.69
Bogie Axle Prime Mover	\$5.70

3. This variation will take effect on 18 July 2022.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 77087 of 2022)

Before Commissioner Sloan

10 August 2022

DETERMINATION

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 15 August 2022 and 11 September 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.15
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.22
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.33
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.33
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.33
Rigid-carrying capacity over 14 tonnes or more	\$0.42
Single Axle Prime Mover	\$0.42
Bogie Axle Prime Mover	\$0.51

For pay periods commencing between 18 July 2022 and 14 August 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.13
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.20
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.30
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.30
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.30
Rigid-carrying capacity over 14 tonnes or more	\$0.38
Single Axle Prime Mover	\$0.38
Bogie Axle Prime Mover	\$0.46

2. Delete the table in subclause 3.3 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, and insert in lieu thereof the following:

For pay periods commencing between 15 August 2022 and 11 September 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.58

Rigid-carrying capacity over 10 and including 12 tonnes	\$4.58
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.58
Rigid-carrying capacity over 14 tonnes or more	\$5.87
Single Axle Prime Mover	\$5.89
Bogie Axle Prime Mover	\$7.16

For pay periods commencing between 18 July 2022 and 14 August 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.13
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.13
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.13
Rigid-carrying capacity over 14 tonnes or more	\$5.30
Single Axle Prime Mover	\$5.32
Bogie Axle Prime Mover	\$6.46

3. This variation will take effect on 15 August 2022.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA22/02 - Sydney Opera House Enterprise Agreement 2021 - 2022

Made Between: Sydney Opera House Trust -&- Media, Entertainment and Arts Alliance New South Wales.

New/Variation: Replaces EA20/01

Approval and Commencement Date: Approved and commenced 3 June 2022.

Description of Employees: The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Award 2009.

Nominal Term: 1 Month.

Printed by the authority of the Industrial Registrar.