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BROKEN HILL HEALTH EMPLOYEES' (STATE) AWARD**AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9594	20 January 2023	1 July 2022	393	1511
C9820	9 February 2024	1 July 2023	396	688

AWARD**1. Definitions**

In this Award:

BIC Agreement means the industrial agreement made in or around 1997 between the Health Administration Corporation and the Barrier Industrial Council (representing the Broken Hill Town Employees' Union, the Construction, Forestry, Mining & Energy Union, the Automotive, Metal and Engineering Union and the Federated Clerks Union of Australia), and all variations to that agreement.

BIC Classification means a classification contained in Column 1 of the table in Schedule 1.

Employee means a person employed:

- (1) in the NSW Health Service; and
- (2) in the Local Health District; and
- (3) in the County of Yancowinna; and
- (4) in a BIC Classification or in a State Award Classification.

Employer means the Health Secretary exercising on behalf of the Government of New South Wales the employer functions of the Government in relation to the staff employed in the Health Service, pursuant to s 116(3) of the *Health Services Act 1997*, or their delegate.

Existing Employee means a person who is an Employee on the date that this Award is made.

ffppooa as it appears in Schedules 1 and 2 means "first full pay period on or after".

Local Health District means the Far West Local Health District.

NSW Health Service means those persons who are employed under Chapter 9 Part 1 of the *Health Services Act 1997* by the Government of New South Wales in the service of the Crown.

Relevant State Award means:

- (1) in respect of a BIC Classification - the State Award in Column 2 of the table in Schedule 1 appearing against the classification; and
- (2) in respect of a State Award Classification - the State Award(s) in Column 3 of the Table in Schedule 4 appearing against the classification,

and any award which replaces any of the State Awards referred to in Schedule 1 or Schedule 4.

State Award means an award of the Commission which applies to the NSW Health Service and which would apply to a classification in which an Employee is engaged, but for that award excluding operation in the County of Yancowinna.

State Award Classification means a classification contained in Column 1 of the table in Schedule 4 but does not include a BIC Classification.

Union includes the Broken Hill Town Employees' Union, the Construction, Forestry, Mining and Energy Union (New South Wales Branch) and the Health Services Union NSW.

2. Area, Incidence and Duration

- 2.1 This Award applies to all Employees.
- 2.2 This Award rescinds and replaces all industrial instruments previously applying to the employment of Employees, including the BIC Agreement.
- 2.3 This Award takes effect on 22 February 2024 and will remain in force until 30 June 2024.
- 2.4 This Award will prevail over any State Award to the extent of any inconsistency.

3. Employees in BIC Classifications

Rates of pay

- 3.1 Employees employed in a BIC Classification will be paid the weekly rates of pay set out against their classification in Columns 3, 4, 5, 6, 7 and 8 of the table in Schedule 1, noting that:
 - 3.1.1 the weekly rates of pay set out in Columns 3, 4, 5, 6 and 7 of the table incorporate the Broken Hill Town & Versatility Allowance payable under subclause 3.2. The weekly rates of pay set out in Column 8 of the table do not incorporate the Broken Hill Town & Versatility Allowance payable under subclause 3.2;
 - 3.1.2 Column 3 of the table contains the rates payable from the first full pay period on or after 1 July 2019, including a 2.5% increase;
 - 3.1.3 Column 4 of the table contains the rates payable from the first full pay period on or after 1 July 2020, including a 0.3% increase;
 - 3.1.4 Column 5 of the table contains the rates payable from the first full pay period on or after 1 July 2021, including a 2.04% increase;
 - 3.1.5 Column 6 of the table contains the rates payable from the first full pay period on or after 1 July 2022, including a 2.53% increase;
 - 3.1.6 Column 7 of the table contains the rates payable from the first full pay period on or after 1 July 2023, including a \$3,502 flat rate increase to annual pay and a 4% increase to the Broken Hill Town and Versatility Allowance;

- 3.1.7 Column 8 of the table contains the rates payable from the first full pay period on or after 25 September 2023. These rates are equivalent to the rates in Column 7, less the Broken Hill Town & Versatility Allowance, which remains payable under subclause 3.2.

Allowances

- 3.2 Employees employed in a BIC Classification will be paid a weekly Broken Hill Town & Versatility Allowance in the nature of salary as set out in the table in Schedule 2.
- 3.3 Employees employed in a BIC Classification who:
- 3.3.1 are required to perform duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis or driving tractors (excluding employees who are employed as drivers) will be paid the Pool Allowance in the amount and frequency referred to in the table in Schedule 2;
 - 3.3.2 are regularly required to perform work on sewerage works and grease traps, or other duties considered offensive by the Local Health District, will be paid the Offensive Work Allowance in the amount and frequency referred to in the table in Schedule 2;
 - 3.3.3 are required to type as a normal part of their duties, and who have gained certification for qualifications in typing speeds of over 45 words per minute, will be paid the Typing Qualification Allowance in the amount and frequency referred to in the table in Schedule 2;
 - 3.3.4 are not employed as a gardener but are required to prune shrubs will be paid the Pruning Allowance in the amount and frequency referred to in the table in Schedule 2; and
 - 3.3.5 undertake linen sterilising duties, hold a recognised and accredited certificate and perform sterilising duties at least one day per week will be paid the Sterilising Certificate Allowance in the amount and frequency referred to in the table in Schedule 2.
- 3.4 The allowances in clause 3.3 are paid in lieu of any equivalent allowances which would otherwise be payable to an Employee under a Relevant State Award, regardless of the amount of those allowances.

Other terms of employment

- 3.5 Other than as provided for in this Award, the terms and conditions of employment for an Employee in a BIC Classification will be determined by reference to the Relevant State Award for their classification.

4. Employees in State Award Classifications

- 4.1 To the extent necessary, the State Award Classifications will be defined by reference to the applicable State Award listed in Schedule 3, as varied or replaced from time to time.
- 4.2 The rates of pay for Employees in each State Award Classification will be determined by reference to the State Awards identified in Column 2 of the table in Schedule 4, as varied or replaced from time to time.
- 4.3 Subject to this Award, the other terms and conditions of employment for an Employee in a State Award Classification will be determined by reference to the Relevant State Award(s) for their classification.

5. Annual Leave

- 5.1 At the completion of each 12 months of employment, Employees will be entitled to 5 weeks annual leave, plus one additional day for each public holiday which falls during a period of annual leave.
- 5.2 Employees in a BIC Classification who are rostered to work their ordinary hours on Sundays and/or public holidays will be entitled to the following annual leave in addition to the entitlement in subclause 5.1:

Number of ordinary shifts worked on Sundays and/or public holidays during the year	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- 5.3 The entitlement in clause 5.1 is to be regarded as an Employee's "base" entitlement. It does not include any entitlement arising under a Relevant State Award for additional annual leave, including where an Employee works on a public holiday or is rostered to work and does work ordinary hours shifts on Sundays and/or public holidays.

Note: See for example clauses 15(i)(b) and 16(i)(b) of the Health Employees' Conditions of Employment (State) Award 2021, and clauses 11(i)(a) and 12(ii)(b) of the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021

- 5.4 Arrangements for the management and taking of annual leave by Employees will be determined by reference to the Relevant State Award for their classification.

6. Long Service Leave

- 6.1 Existing Employees in BIC Classifications will accrue long service leave as follows:

6.1.1 for service prior to 22 April 1998 - 2 weeks per year of service;

6.1.2 for service between 23 April 1998 and 31 December 1998 - 1.6 weeks per year of service; and

6.1.3 for service from 1 January 1999 - 1.3 weeks per annum for the first 10 years of service and 2 weeks per year of service for each additional year of service.

- 6.2 Subject to clause 6.4, Employees to whom subclause 6.1 does not apply will accrue long service leave in accordance with the Relevant State Award for their classification.

- 6.3 Arrangements for the management and taking of long service leave by Employees will be determined by reference to the Relevant State Award for their classification.

- 6.4 Nothing in this Award is intended to remove or reduce the entitlement to long service leave of an Existing Employee in a State Award Classification. If an Existing Employee in a State Award Classification has, at the date this Award is made, an entitlement to long service leave exceeding that referred to in subclause 6.2, that entitlement is preserved.

7. Status of Employment

The terms of the Health Industry Status of Employment (State) Award 2023, as varied or replaced from time to time, will be taken to apply to Employees.

8. Dispute Resolution

- 8.1 Where a dispute arises about an industrial matter in a section of the Local Health District which cannot be resolved between the affected Employees or their representative(s) and the supervising staff, it will be referred to the Designated Manager of the relevant hospital, health institution or service unit, or their nominee, who will arrange for the matter to be discussed with the Employee(s) concerned and, if requested, a local representative or representatives of the Union(s) to which the Employee(s) belong(s).
- 8.2 If the matter is not resolved within a reasonable time, it must be referred by the Designated Manager to the Chief Executive Officer (however called) of the Local Health District, or their nominee, and may be referred by the affected Employee(s) to the Union's head office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute.

- 8.3 If the matter remains unresolved, and with a view to the amicable and timely settlement of all disputes, the dispute may be referred by one of the disputing parties to the Industrial Relations Commission for determination in accordance with the provisions of the *Industrial Relations Act 1996*.
- 8.4 While these procedures are being followed, there must be no stoppage of work or the imposition of any form of ban or limitation of work.
- 8.5 Unless the parties otherwise agree, the status quo must continue while these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
- 8.5.1 immediately before the dispute arose; or
- 8.5.2 immediately before any change to those procedures or practices, which caused the dispute to arise, was made.
- 8.6 The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

9. Anti-Discrimination

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

10. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), a party must not make any further claims or demands, or institute proceedings in the Industrial Relations Commission, seeking an increase or reduction in the wages, salaries, rates of pay, allowances or conditions of employment of Employees that would take effect prior to 30 June 2024.

SCHEDULE 1**BIC CLASSIFICATIONS, RELEVANT STATE AWARDS AND RATES OF PAY**

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
BI Boiler Attendant	Health Employees' Conditions of Employment (State) Award 2021	1096.49	1099.77	1122.22	1150.61	1219.71	1168.12
BI Assist Catering Officer	Health Employees' Conditions of Employment (State) Award 2021	1217.11	1220.76	1245.67	1277.19	1346.29	1294.70
BI Catering Officer	Health Employees' Conditions of Employment (State) Award 2021	1312.08	1316.03	1342.87	1376.84	1445.94	1394.35
BI Clerk Junior 16 Years	Health Employees' Conditions of Employment (State) Award 2021	569.89	571.6	583.26	598.02	667.12	615.53
BI Clerk Junior 17 Years	Health Employees' Conditions of Employment (State)	645.27	647.2	660.4	677.11	746.21	694.62

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Award 2021						
BI Clerk Junior 18 Years	Health Employees' Conditions of Employment (State) Award 2021	736.69	738.91	753.98	773.06	842.16	790.57
BI Clerk Junior 19 Years	Health Employees' Conditions of Employment (State) Award 2021	827.37	829.85	846.79	868.21	937.31	885.72
BI Clerk Junior 20 Years	Health Employees' Conditions of Employment (State) Award 2021	910.19	912.91	931.53	955.1	1024.20	972.61
BI Clerk Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	961.33	964.2	983.86	1008.75	1077.85	1026.26
BI Clerk Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1000.43	1003.43	1023.91	1049.81	1118.91	1067.32
BI Clerk Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1037.70	1040.82	1062.04	1088.91	1158.01	1106.42
BI Clerk Grade 1 Year 4	Health Employees'	1062.57	1065.75	1087.49	1115	1184.10	1132.51

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Conditions of Employment (State) Award 2021						
BI Clerk Grade 1 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1087.34	1090.6	1112.85	1141.01	1210.11	1158.52
BI Clerk - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1124.06	1127.44	1,150.44	1179.55	1248.65	1197.06
BI Clerk - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1162.28	1165.76	1,189.55	1219.65	1288.75	1237.16
BI Clerk - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1200.10	1203.69	1228.25	1259.32	1328.42	1276.83
BI Clerk - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1238.86	1242.58	1267.93	1300.01	1369.11	1317.52
BI Clerk - Grade 4 Year 1	Health Employees' Conditions of Employment	1271.05	1274.87	1300.88	1333.79	1402.89	1351.30

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	(State) Award 2021						
BI Clerk - Grade 4 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1300.56	1304.45	1331.07	1364.75	1433.85	1382.26
BI Clerk - Grade 5 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1339.86	1343.88	1371.30	1405.99	1475.09	1423.50
BI Clerk - Grade 5 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1371.19	1375.31	1403.37	1438.88	1507.98	1456.39
BI Clerk - Grade 6 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1414.70	1418.94	1447.88	1484.51	1553.61	1502.02
BI Clerk - Grade 6 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1448.29	1452.64	1482.28	1519.78	1588.88	1537.29
BI Clerk - Grade 7 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1499.79	1504.29	1534.98	1573.81	1642.91	1591.32
BI Clerk -	Health	1540.05	1544.68	1576.19	1616.07	1685.17	1633.58

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
Grade 7 Year 2	Employees' Conditions of Employment (State) Award 2021						
BI Clerk - Grade 8 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1652.81	1657.76	1691.59	1734.39	1803.49	1751.90
BI Clerk - Grade 8 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1704.49	1709.61	1744.49	1788.63	1857.73	1806.14
BI Cook	Health Employees' Conditions of Employment (State) Award 2021	1164.99	1168.49	1192.32	1222.49	1291.59	1240.00
BI CSSD Super	Health Employees' Conditions of Employment (State) Award 2021	1308.97	1312.89	1339.68	1373.57	1442.67	1391.08
BI Diet Supervisor	Health Employees' Conditions of Employment (State) Award 2021	1217.11	1220.76	1245.67	1277.19	1346.29	1294.70
BI Diversional Therapist No Dip Year 1	Health Employees' Conditions of	1055.36	1058.52	1080.11	1107.44	1176.54	1124.95

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Employment (State) Award 2021						
BI Diversional Therapist No Dip Year 2	Health Employees' Conditions of Employment (State) Award 2021	1075.59	1078.82	1100.82	1128.67	1197.77	1146.18
BI Diversional Therapist No Dip Year 3	Health Employees' Conditions of Employment (State) Award 2021	1099.09	1102.39	1124.88	1153.34	1222.44	1170.85
BI Diversional Therapist With Dip Year 1	Health Employees' Conditions of Employment (State) Award 2021	1063.96	1067.15	1088.93	1116.48	1185.58	1133.99
BI Diversional Therapist With Dip Year 2	Health Employees' Conditions of Employment (State) Award 2021	1124.49	1127.86	1150.87	1179.99	1249.09	1197.50
BI Diversional Therapist With Dip Year 3	Health Employees' Conditions of Employment (State) Award 2021	1183.83	1187.39	1211.61	1242.26	1311.36	1259.77
BI Diversional Therapist With Dip Year 4	Health Employees' Conditions of Employment (State) Award 2021	1243.70	1247.44	1272.89	1305.09	1374.19	1322.60

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
BI Diversional Therapist With Dip Year 5	Health Employees' Conditions of Employment (State) Award 2021	1300.46	1304.36	1330.98	1364.65	1433.75	1382.16
BI EDSA Year 1	Health Employees' Conditions of Employment (State) Award 2021	1124.06	1127.44	1150.44	1179.55	1248.65	1197.06
BI EDSA Year 2	Health Employees' Conditions of Employment (State) Award 2021	1162.28	1165.76	1189.55	1219.65	1288.75	1237.16
BI EDSA - Level 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1200.10	1203.69	1228.25	1259.32	1328.42	1276.83
BI EDSA - Level 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1238.86	1242.58	1267.93	1300.01	1369.11	1317.52
BI Electronics Tech Year 1	Health Employees' Conditions of Employment (State) Award 2021	1516.15	1520.71	1551.72	1590.98	1660.08	1608.49
BI Electronics Tech Year 2	Health Employees' Conditions	1573.12	1577.84	1610.02	1650.75	1719.85	1668.26

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	of Employment (State) Award 2021						
BI Electronics Tech 5% Year 1	Health Employees' Conditions of Employment (State) Award 2021	1591.98	1596.75	1629.32	1670.54	1739.64	1688.05
BI Electronics Tech 5% Year 2	Health Employees' Conditions of Employment (State) Award 2021	1651.74	1656.69	1690.49	1733.26	1802.36	1750.77
BI Electronics Tech 10% Year 1	Health Employees' Conditions of Employment (State) Award 2021	1667.88	1672.89	1707.02	1750.21	1819.31	1767.72
BI Electronics Tech 10% Year 2	Health Employees' Conditions of Employment (State) Award 2021	1730.35	1735.54	1770.95	1815.76	1884.86	1833.27
BI Electronics Tech 15% Year 1	Health Employees' Conditions of Employment (State) Award 2021	1743.49	1748.72	1784.40	1829.55	1898.65	1847.06
BI Electronics Tech 15% Year 2	Health Employees' Conditions of Employment (State)	1809.18	1814.60	1851.61	1898.46	1967.56	1915.97

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Award 2021						
BI Field Implementation Officer Year 1	Health Employees' Conditions of Employment (State) Award 2021	1401.15	1405.35	1434.02	1470.3	1539.40	1487.81
BI Field Implementation Officer Year 2	Health Employees' Conditions of Employment (State) Award 2021	1434.31	1438.61	1467.97	1505.11	1574.21	1522.62
BI Field Implementation Officer Year 3	Health Employees' Conditions of Employment (State) Award 2021	1485.56	1490.03	1520.43	1558.9	1628.00	1576.41
BI Field Implementation Officer Year 4	Health Employees' Conditions of Employment (State) Award 2021	1525.52	1530.09	1561.31	1600.81	1669.91	1618.32
BI Heavy Duty Cleaner	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17	1114.68	1183.78	1132.19
BI Hospital Assistant	Health Employees' Conditions of Employment (State) Award 2021	1039.84	1042.95	1064.23	1091.16	1160.26	1108.67
BI Leading Hand Hospital	Health Employees'	1080.23	1083.47	1105.57	1133.54	1202.64	1151.05

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
Assist	Conditions of Employment (State) Award 2021						
BI Assist Housekeeper	Health Employees' Conditions of Employment (State) Award 2021	1145.82	1149.25	1172.69	1202.36	1271.46	1219.87
BI Housekeeper	Health Employees' Conditions of Employment (State) Award 2021	1201.37	1204.98	1229.56	1260.67	1329.77	1278.18
BI Kitchen Hand	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17	1114.68	1183.78	1132.19
BI Labourer	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17	1114.68	1183.78	1132.19
BI Patient Services Assist	Health Employees' Conditions of Employment (State) Award 2021	1121.48	1124.84	1147.80	1176.84	1245.94	1194.35
BI Machine Operator	Health Employees' Conditions of Employment	1221.63	1225.30	1250.29	1281.92	1351.02	1299.43

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	(State) Award 2021						
BI Machinist	Health Employees' Conditions of Employment (State) Award 2021	1071.20	1074.40	1096.32	1124.06	1193.16	1141.57
BI Leading Hand Machinist	Health Employees' Conditions of Employment (State) Award 2021	1111.78	1115.11	1137.86	1166.65	1235.75	1184.16
BI Motor Vehicle Driver up to 2950	Health Employees' Conditions of Employment (State) Award 2021	1063.87	1067.06	1088.83	1116.38	1185.48	1133.89
BI Motor Vehicle Driver up to 6250	Health Employees' Conditions of Employment (State) Award 2021	1079.69	1082.94	1105.03	1132.99	1202.09	1150.50
BI Pharmacy Assist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1075.40	1078.63	1100.63	1128.48	1197.58	1145.99
BI Pharmacy Assist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1098.75	1102.04	1124.52	1152.97	1222.07	1170.48
BI Pharmacy	Health	1117.37	1120.73	1143.59	1172.52	1241.62	1190.03

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
Assist - Grade 1 Year 3	Employees' Conditions of Employment (State) Award 2021						
BI Pharmacy Assist - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92	1203.62	1272.72	1221.13
BI Pharmacy Assist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92	1203.62	1272.72	1221.13
BI Pharmacy Assist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1173.59	1177.13	1201.14	1231.53	1300.63	1249.04
BI Grad Pharmacist Unregistered	Health Employees' Conditions of Employment (State) Award 2021	1325.54	1329.52	1356.63	1390.95	1460.05	1408.46
BI Pharmacist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1403.83	1408.04	1436.77	1473.12	1542.22	1490.63
BI Pharmacist - Grade 1 Year 2	Health Employees' Conditions of	1497.22	1501.70	1532.32	1571.09	1640.19	1588.60

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Employment (State) Award 2021						
BI Pharmacist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1597.24	1602.04	1634.72	1676.08	1745.18	1693.59
BI Pharmacist - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1776.00	1781.33	1817.66	1863.65	1932.75	1881.16
BI Pharmacist - Grade 1 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1831.68	1837.17	1874.65	1922.08	1991.18	1939.59
BI Pharmacist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1966.82	1972.72	2012.97	2063.9	2133.00	2081.41
BI Pharmacist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2031.02	2037.12	2078.68	2131.27	2200.37	2148.78
BI Pharmacist - Grade 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	2086.26	2092.52	2135.21	2189.23	2258.33	2206.74

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
BI Pharmacist - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	2309.61	2316.54	2363.80	2423.6	2492.70	2441.11
BI Pharmacist - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2372.28	2379.39	2427.93	2489.36	2558.46	2506.87
BI Pharmacy Tech - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92	1203.62	1272.72	1221.13
BI Pharmacy Tech - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1172.61	1176.13	1200.13	1230.49	1299.59	1248.00
BI Pharmacy Tech - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1199.01	1202.61	1227.15	1258.2	1327.30	1275.71
BI Pharmacy Tech - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1225.40	1229.08	1254.16	1285.89	1354.99	1303.40
BI Pharmacy Tech - Grade 2 Year 1	Health Employees' Conditions	1252.31	1256.07	1281.70	1314.13	1383.23	1331.64

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	of Employment (State) Award 2021						
BI Pharmacy Tech - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1296.47	1300.36	1326.89	1360.46	1429.56	1377.97
BI Pharmacy Tech - Grade 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1337.17	1341.19	1368.54	1403.16	1472.26	1420.67
BI Pharmacy Tech - Grade 2 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1372.61	1376.73	1404.82	1440.36	1509.46	1457.87
BI Pharmacy Tech - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1465.65	1470.04	1500.02	1537.97	1607.07	1555.48
BI Pharmacy Tech - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1513.45	1518.00	1548.97	1588.16	1657.26	1605.67
BI Pharmacy Tech - Grade 4 Year 1	Health Employees' Conditions of Employment (State)	1564.18	1568.88	1600.89	1641.39	1710.49	1658.90

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Award 2021						
BI Pharmacy Tech - Grade 4 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1658.75	1663.72	1697.67	1740.62	1809.72	1758.13
BI Pathology Assist Year 1	Health Employees' Conditions of Employment (State) Award 2021	1167.68	1171.19	1195.08	1225.32	1294.42	1242.83
BI Pathology Assist Year 2	Health Employees' Conditions of Employment (State) Award 2021	1,199.33	1202.92	1227.47	1258.52	1327.62	1276.03
BI Pathology Assist Year 3	Health Employees' Conditions of Employment (State) Award 2021	1231.64	1235.33	1260.54	1292.43	1361.53	1309.94
BI Porter	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64	1138.74	1207.84	1156.25
BI Theatre Porter	Health Employees' Conditions of Employment (State) Award 2021	1109.52	1112.85	1135.55	1164.28	1233.38	1181.79
BI Supervising Porter	Health Employees'	1125.35	1128.72	1151.75	1180.89	1249.99	1198.40

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Conditions of Employment (State) Award 2021						
BI Foreperson Porter	Health Employees' Conditions of Employment (State) Award 2021	1407.50	1411.72	1440.51	1476.95	1546.05	1494.46
BI Radiographer - Level 1	Health Employees' Conditions of Employment (State) Award 2021	1279.34	1283.18	1309.35	1342.48	1411.58	1359.99
BI Radiographer - Level 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1325.45	1329.42	1356.54	1390.86	1459.96	1408.37
BI Radiographer - Level 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1497.09	1501.58	1532.21	1570.97	1640.07	1588.48
BI Radiographer - Level 2 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1696.00	1701.07	1735.76	1779.67	1848.77	1797.18
BI Radiographer - Level 2 Year 4	Health Employees' Conditions of Employment	1775.90	1781.23	1817.57	1863.55	1932.65	1881.06

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	(State) Award 2021						
BI Radiographer - Level 2 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1831.91	1837.40	1874.88	1922.31	1991.41	1939.82
BI Radiographer - Level 3 Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1966.82	1972.72	2012.97	2063.9	2133.00	2081.41
BI Radiographer - Level 3 Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2031.02	2037.12	2078.68	2131.27	2200.37	2148.78
BI Radiographer - Level 3 Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	2086.38	2092.63	2135.33	2189.35	2258.45	2206.86
BI Radiographer - Level 3 Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	2309.61	2316.54	2363.80	2423.6	2492.70	2441.11
BI Radiographer - Level 3 Grade 3	Health Employees' Conditions of Employment (State) Award 2021	2372.39	2379.51	2428.04	2489.47	2558.57	2506.98
BI	Health	2372.39	2379.51	2428.04	2489.47	2558.57	2506.98

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
Radiographer - Level 4 Grade 1 Year 1	Employees’ Conditions of Employment (State) Award 2021						
BI Radiographer - Level 4 Grade 1 Year 2	Health Employees’ Conditions of Employment (State) Award 2021	2450.15	2457.49	2507.64	2571.08	2640.18	2588.59
BI Radiographer - Level 4 Grade 2 Year 1	Health Employees’ Conditions of Employment (State) Award 2021	2524.66	2532.23	2583.88	2649.25	2718.35	2666.76
BI Radiographer - Level 4 Grade 2 Year 2	Health Employees’ Conditions of Employment (State) Award 2021	2587.01	2594.76	2647.70	2714.69	2783.79	2732.20
BI Radiographer - Level 5 Grade 1	Health Employees’ Conditions of Employment (State) Award 2021	2768.26	2776.57	2833.20	2904.88	2973.98	2922.39
BI Radiographer - Level 5 Grade 2	Health Employees’ Conditions of Employment (State) Award 2021	2836.00	2844.50	2902.53	2975.96	3045.06	2993.47
BI Radiographer - Level 5 Grade 3	Health Employees’ Conditions of	2979.44	2988.38	3049.34	3126.49	3195.59	3144.00

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Employment (State) Award 2021						
BI Radiographer - Level 6 Grade 1	Health Employees' Conditions of Employment (State) Award 2021	3050.41	3059.56	3121.97	3200.96	3270.06	3218.47
BI Radiographer Level 6 Grade 2	Health Employees' Conditions of Employment (State) Award 2021	3120.84	3130.20	3194.07	3274.88	3343.98	3292.39
BI Radiographer Level 6 Grade 3	Health Employees' Conditions of Employment (State) Award 2021	3191.57	3201.15	3266.46	3349.1	3418.20	3366.61
BI Remote Fire Safety Officer	Health Employees' Conditions of Employment (State) Award 2021	1215.38	1219.03	1243.89	1275.36	1344.46	1292.87
BI Rehabilitation Super	Health Employees' Conditions of Employment (State) Award 2021	1294.74	1298.63	1325.13	1358.66	1427.76	1376.17
BI Secretary - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1182.96	1186.53	1210.73	1241.36	1310.46	1258.87

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
BI Secretary - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1201.18	1204.79	1229.36	1260.46	1329.56	1277.97
BI Secretary - Grade 3 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1271.05	1274.87	1300.88	1333.79	1402.89	1351.30
BI Secretary - Grade 3 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1300.56	1304.45	1331.07	1364.75	1433.85	1382.26
BI Tech Assist - Grade 1 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1065.48	1068.67	1090.48	1118.07	1187.17	1135.58
BI Tech Assist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64	1138.74	1207.84	1156.25
BI Tech Assist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1109.31	1112.63	1135.34	1164.06	1233.16	1181.57
BI Tech Assist - Grade 2 Year 1	Health Employees' Conditions	1085.18	1088.43	1110.64	1138.74	1207.84	1156.25

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	of Employment (State) Award 2021						
BI Tech Assist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1109.31	1112.63	1135.34	1164.06	1233.16	1181.57
BI Tech Assist - Grade 3	Health Employees' Conditions of Employment (State) Award 2021	1128.81	1132.20	1155.31	1184.54	1253.64	1202.05
BI Technical Assist Bio/Med - Level 1	Health Employees' Conditions of Employment (State) Award 2021	1128.81	1132.20	1155.31	1184.54	1253.64	1202.05
BI Technical Assist Bio/Med - Level 2	Health Employees' Conditions of Employment (State) Award 2021	1183.62	1187.16	1211.37	1242.02	1311.12	1259.53
BI Technical Assist Bio/Med - Level 3	Health Employees' Conditions of Employment (State) Award 2021	1231.53	1235.22	1260.42	1292.31	1361.41	1309.82
BI Telephonist - Grade 1 Year 1	Health Employees' Conditions of Employment (State)	997.19	1000.18	1020.58	1046.40	1115.50	1063.91

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Award 2021						
BI Telephonist - Grade 1 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1015.41	1018.44	1039.22	1065.51	1134.61	1083.02
BI Telephonist - Grade 1 Year 3	Health Employees' Conditions of Employment (State) Award 2021	1056.54	1059.71	1081.33	1108.69	1177.79	1126.20
BI Telephonist - Grade 1 Year 4	Health Employees' Conditions of Employment (State) Award 2021	1082.48	1085.74	1107.88	1135.91	1205.01	1153.42
BI Telephonist - Grade 1 Year 5	Health Employees' Conditions of Employment (State) Award 2021	1126.43	1129.82	1152.86	1182.03	1251.13	1199.54
BI Telephonist - Grade 2 Year 1	Health Employees' Conditions of Employment (State) Award 2021	1139.88	1143.31	1166.63	1196.15	1265.25	1213.66
BI Telephonist - Grade 2 Year 2	Health Employees' Conditions of Employment (State) Award 2021	1163.80	1167.28	1191.09	1221.22	1290.32	1238.73
BI Telephonist - Grade 2 Year 3	Health Employees'	1186.84	1190.39	1214.68	1245.41	1314.51	1262.92

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	Conditions of Employment (State) Award 2021						
BI Team Leader	Health Employees' Conditions of Employment (State) Award 2021	1308.97	1312.89	1339.68	1373.57	1442.67	1391.08
BI Apprentice Tradesperson SC53%	Public Health Service Employees Skilled Trades (State) Award 2021	680.27	682.32	696.23	713.84	782.94	731.35
BI Apprentice Tradesperson SC64%	Public Health Service Employees Skilled Trades (State) Award 2021	821.56	824.03	840.85	862.12	931.22	879.63
BI Apprentice Tradesperson SC75%	Public Health Service Employees Skilled Trades (State) Award 2021	962.85	965.74	985.44	1010.37	1079.47	1027.88
BI Apprentice Tradesperson SC86%	Public Health Service Employees Skilled Trades (State) Award 2021	1,103.91	1,107.23	1,129.82	1158.4	1227.50	1175.91
BI Apprentice	Public	821.56	824.03	840.85	862.12	931.22	879.63

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
Tradesperson HSC 64%	Health Service Employees Skilled Trades (State) Award 2021						
BI Apprentice Tradesperson HSC75%	Public Health Service Employees Skilled Trades (State) Award 2021	962.85	965.74	985.44	1010.37	1079.47	1027.88
BI Apprentice Tradesperson HSC86%	Public Health Service Employees Skilled Trades (State) Award 2021	1,103.91	1,107.23	1,129.82	1158.4	1227.50	1175.91
BI Apprentice Tradesperson HSC97%	Public Health Service Employees Skilled Trades (State) Award 2021	1,244.99	1248.71	1274.19	1306.43	1375.53	1323.94
BI Tradesman Level 1	Public Health Service Employees Skilled Trades (State) Award 2021	1283.66	1287.52	1313.79	1347.03	1416.13	1364.54
BI Tradesman Level 2 (+5%)	Public Health Service Employees Skilled Trades	1347.84	1351.88	1379.46	1414.36	1483.46	1431.87

COLUMN 1 BIC Classification	COLUMN 2 Relevant State Award	COLUMN 3 ffppooa 1.7.19	COLUMN 4 ffppooa 1.7.20	COLUMN 5 ffppooa 1.7.21	COLUMN 6 ffppoa 1.7.22	COLUMN 7 ffppoa 1.7.23	COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)
	(State) Award 2021						
BI Tradesman Level 3 (+10%)	Public Health Service Employees Skilled Trades (State) Award 2021	1411.80	1416.04	1444.93	1481.49	1550.59	1499.00
BI Tradesman Level 4 (+15%)	Public Health Service Employees Skilled Trades (State) Award 2021	1476.00	1480.42	1510.62	1548.84	1617.94	1566.35
BI Tradesman Level 5 (+20%)	Public Health Service Employees Skilled Trades (State) Award 2021	1540.61	1545.24	1576.75	1616.64	1685.74	1634.15
BI Ward Services Officer	Health Employees' Conditions of Employment (State) Award 2021	1173.72	1177.24	1201.26	1231.65	1300.75	1249.16

SCHEDULE 2

BIC CLASSIFICATION ALLOWANCES

Allowance	Frequency	ffppooa 1.7.19	ffppooa 1.7.20	ffppooa 1.7.21	ffppoa 1.7.22	ffppoa 1.7.23
Broken Hill Town & Versatility Allowance	Weekly	47.28	47.43	48.39	49.61	51.59
Pool Allowance	Weekly	12.37	12.41	12.66	12.98	13.50
Offensive Work Allowance	Weekly	4.59	4.61	4.70	4.82	5.01

Typing Qualification Allowance	Annual	751.43	753.68	769.06	788.52	820.06
Sterilising Certificate Allowance	Weekly	14.98	15.02	15.33	15.72	16.35
Pruning Allowance	Per Shift	3.01	3.02	3.08	3.16	3.29

SCHEDULE 3

Health and Community Employees Psychologists (State) Award 2021
Health Employees' (State) Award 2021
Health Employees' Administrative Staff (State) Award 2021
Health Employees' Computer Staff (State) Award 2021
Health Employees' Conditions of Employment (State) Award 2021
Health Employees' Dental Officers (State) Award 2021
Health Employees' Dental Prosthetists and Dental Technicians (State) Award 2021
Health Employees' Engineers (State) Award 2021
Health Employees' General Administrative Staff (State) Award 2021
Health Employees' Interpreters' (State) Award 2021
Health Employees' Medical Radiation Scientists (State) Award 2021
Health Employees' Oral Health Therapists (State) Award 2021
Health Employees' Pharmacists (State) Award 2021
Health Employees' Technical (State) Award 2021
Health Managers (State) Award 2021
Health Professional and Medical Salaries (State) Award 2021
Hospital Scientists (State) Award 2021
NSW Health Service Aboriginal Health Workers' (State) Award 2021
NSW Health Service Health Professionals (State) Award 2021
Public Hospital (Training Wage) (State) Award 2021
Public Hospital Dental Assistants (State) Award 2021
Public Hospital Medical Physicists (State) Award 2021
Public Hospital Medical Record Librarians (State) Award 2021
Public Hospital Professional Engineers' (Bio-medical Engineers) (State) Award 2021
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Public Hospitals Library Staff (State) Award 2021
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award
Public Health Service Employees Skilled Trades (State) Award 2021

SCHEDULE 4

STATE AWARD CLASSIFICATIONS

COLUMN 1 Classification	COLUMN 2 State Award – Pay Rates	COLUMN 3 State Award - Conditions of employment
Health Manager Level 1	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 2	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 3	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021

COLUMN 1 Classification	COLUMN 2 State Award – Pay Rates	COLUMN 3 State Award - Conditions of employment
Health Manager Level 4	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Health Manager Level 5	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021 Health Managers Level 5 and above - approval for an allocated day off Determination
Health Manager Level 6	Health Managers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021 Health Managers Level 5 and above - approval for an allocated day off Determination
Welfare Officer Level 2	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Welfare Officer Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Welfare Officer Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Health Education Officer (Graduate)	Health Education Officer Determination Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Health Education Officer (Non- Graduate)	Health Education Officer Determination Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Senior Health Education Officer (Non-Graduate)	Health Education Officer Determination Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Dietitian Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Dietitian Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination

COLUMN 1 Classification	COLUMN 2 State Award – Pay Rates	COLUMN 3 State Award - Conditions of employment
Dietitian Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Dietitian Level 5	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Podiatrist Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Social Worker Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Social Worker Level 2	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Social Worker Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Social Worker Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Social Worker Level 5	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Grading Committees - Social Workers and Dietitians Determination
Sexual Assault Worker Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021

COLUMN 1 Classification	COLUMN 2 State Award – Pay Rates	COLUMN 3 State Award - Conditions of employment
Sexual Assault Worker Level 2	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Sexual Assault Worker Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Sexual Assault Worker Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Sexual Assault Worker Level 5	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Aboriginal Health Worker	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 NSW Health Service Aboriginal Health Workers' (State) Award 2021
Aboriginal Health Practitioner	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 NSW Health Service Aboriginal Health Workers' (State) Award 2021
Principal Aboriginal Health Worker	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 NSW Health Service Aboriginal Health Workers' (State) Award 2021
Counsellor Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Counsellor Level 2	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Counsellor Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Counsellor Level 4	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Dental Assistant Grade 1	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Public Hospital Dental Assistants (State) Award 2021

COLUMN 1 Classification	COLUMN 2 State Award – Pay Rates	COLUMN 3 State Award - Conditions of employment
Dental Assistant Grade 2	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Public Hospital Dental Assistants (State) Award 2021
Dental Officer Level 3	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Public Hospital Dental Officers (State) Award 2021
Assistant Engineer Grade 2	Health Employees Engineers (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Occupational Therapist Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Occupational Therapist Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Occupational Therapist Level 5	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Oral Health Therapist Level 1	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Health Employees Oral Health Therapists (State) Award 2021
Oral Health Therapist Level 2	Health Professional and Medical Salaries (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Health Employees Oral Health Therapists (State) Award 2021
Psychologist	Health and Community Employees Psychologists (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Health and Community Employees Psychologists (State) Award 2021
Senior Psychologist	Health and Community Employees Psychologists (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 Health and Community Employees Psychologists (State) Award 2021

COLUMN 1 Classification	COLUMN 2 State Award – Pay Rates	COLUMN 3 State Award - Conditions of employment
Physiotherapist Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Physiotherapist Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Speech Pathologist Level 1	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Speech Pathologist Level 3	NSW Health Service Health Professionals (State) Award 2021	Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
Maintenance Super (Non-Trades) I/C	Health Employees (State) Award 2021	Health Employees' Conditions of Employment (State) Award 2021
Trainee	Public Hospital (Training Wage) (State) Award 2021	Public Hospital (Training Wage) (State) Award 2021
Hospital Scientist (Scientific Officer)	Health Professional and Medical Salaries (State) Award 2021	Hospital Scientists (State) Award 2021
Senior Hospital Scientist In-Charge of Section	Health Professional and Medical Salaries (State) Award 2021	Hospital Scientists (State) Award 2021

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 September 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C8665	16 December 2016	28 September 2016	381	70
C8680	5 May 2017	22 November 2016	381	306
C8763	6 April 2018	28 September 2017	382	1302
C8898	2 August 2019	28 September 2018	384	904
C9030	27 March 2020	28 September 2019	387	552
C9253	30 April 2021	28 October 2020	389	474
C9376	11 February 2022	8 October 2021	391	581
C9601	20 January 2023	1 September 2022	393	1556
C9802	22 December 2023	1 September 2023	396	404

AWARD

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Clause No. Subject Matter

PART A

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2. Definitions

"Adult Service" - means service with an employer during which the worker received a rate of pay not less than the lowest rates fixed by this award for an adult, in the same classification as the worker, or the employee is on the age scale at 18 years and over.

"Day Worker" - means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and at or before 10:30 a.m., otherwise than as part of a shift system.

"Defined Benefit Member" has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

"Dietitian" means a person employed in the industry of dietetics who has qualifications acceptable to the Dietitians Association of Australia and who is eligible for full membership of the said Association.

"Engagement" - means time that an employee is engaged in homecare services with the client/s joined by the time taken to travel between clients, meal breaks, and rest periods, including overtime worked continuously after the engagement.

"Homecare Residence" - means the homecare client's place of abode.

"Ordinary Pay" - includes base pay and over-award payments for ordinary hours of work; Climatic and Isolation allowances; Leading Hand allowance; and Service allowance. It does not include shift or weekend penalties.

"School Based Apprentice" is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

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

"Union" - means Health Services Union - NSW.

"Therapist" shall mean and shall include:

- (1) "Physiotherapist" means an officer holding current registration or eligibility for Physiotherapist with the Australian Health Practitioner Regulation Agency.
- (2) "Occupational Therapist" means an officer holding current registration or eligibility as an Occupational Therapist with the Australian Health Practitioner Regulation Agency. From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.
- (3) "Speech Pathologists" means an officer employed in the industry of speech pathology who has qualifications acceptable to the NSW Branch of Speech Pathology Australia.
- (4) "Music Therapist" means an officer employed in the industry of music therapy.
- (5) "Social Worker" means an officer holding a Bachelor Degree in Social Work or Master's Degree in Social Work (qualifying) which provides eligibility for membership of the Australian Association of Social Workers.
- (6) "Diversional Therapist" - shall mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

3. 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, disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- (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.

- (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 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."

4. Employment Classifications

The duties required to be undertaken by an employee in any of the following classifications shall remain within that employee’s skills and competence in accordance with Clause 33-Labour Flexibility and Mixed Functions.

Where the employer requires the employee to perform any or all of the tasks set out below, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.

(i) Care Service Employees

(a) Grade 1

An employee who works under limited supervision individually or in a team environment or on sleep-over. 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 residents 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:

<p>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.</p> <p>Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.</p>	<p>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.</p>	<p>Sweeping; Hosing; Garbage collection and disposal;</p> <p>Keeping the outside of buildings clean and tidy; Mowing lawns and assisting the gardener in labouring.</p>
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(b) Grade 2

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
<p>Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including:</p>	<p>Assist a higher grade worker in the planning, cooking and preparation of the full range of meals.</p>	<p>Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3, in accordance with Clause 33-Labour Flexibility and Mixed Functions.</p>
<p>Assist and Support residents with medication utilising medication compliance aids; Simple wound dressing; Implementation of continence programs as identified in the Care Plan;</p>	<p>Drive a Sedan or Utility.</p>	<p>Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules</p>
<p>Attend to routine urinalysis, blood pressure, temperature and pulse checks; Blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.</p>		<p>Carry out physical inspections of property and premises and report.</p>

Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation.		
Assist in the development and implementation of resident care plans.		
Assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.		

(c) Grade 3

An employee who holds either a Certificate Level III in Care Support Services or other appropriate Qualification/Experience acceptable to the employer and:

is designated by the employer as having the responsibility for leading and/or supervising the work of others; or

is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the facility.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff.	Responsible for the planning, ordering and preparing of all meals.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills.
Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents.	Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis.	Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties.
Develop resident care plans.	Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	Schedule work programs on a routine and regular basis.

(d) Grade 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40108) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply 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
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.
Schedule work programs.		Where required, let routine service contracts associated with gardening.

Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the *Nursing Homes Act 1988*; or

in which more than 80% of places are "allocated high care places" as defined in the *Aged Care Act 1997* (Cth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

a Certificate III in Aged Care Work (CHC30208); and

a Certificate IV in Aged Care Work (CHC40108); and

medication module - "Provide Physical Assistance with Medication" (CHCCS303A).

or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

(e) Grade 5

This grade shall only apply to employees having responsibility for supervision of the entire facility.

An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the Facility and comply with documentation requirements as determined by the employer.

"Catering Officer" -means a person who is responsible for catering services.

"Maintenance Supervisor (Tradesperson)" - means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

"Maintenance Supervisor (Otherwise)" - means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

Note:- Employees classified and paid as Recreational Activities Officers as at 3 December 2002 be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

(ii) Homecare Employees

(a) Homecare Worker

"Homecare Worker" -means an employee who performs the duties associated with the provisions of Homecare Services to Homecare Clients in the private residence, which may include cleaning, child minding, gardening, handywork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general upkeeping services. A Homecare Worker would not normally live at the client's residence for periods in excess of 48 hours.

An employee employed as a homecare employee may be offered additional hours (over and above their guaranteed minimum hours) at a facility and would be paid the rate applicable to the classification worked.

An employee employed at a facility may be offered additional hours (over and above their guaranteed minimum hours) in homecare duties and this employee would be paid the rate applicable to that of a homecare employee.

Grade 1

Shall mean a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. The employer shall provide training. At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of grade 1 shall progress to grade 2.

Should an employee at this grade 1 level not satisfactorily complete the requirements of grade 1, he/she shall be notified in writing by the employer two weeks prior to the date on which he/she would have proceeded to grade 2.

An employee may seek the assistance of the union during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per clause 31, Grievance and Disputes Resolution procedure.

A grade 1 employee shall work under general supervision.

Notwithstanding the above, employees who choose only to carry out general housekeeping duties and are not prepared to multi skill shall be paid at this grade.

Grade 2

Shall mean a person who satisfies the requirements of grade 1 and has progressed to grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes and may be required to perform the duties of Handyman as defined.

Optional training shall be provided to employees at the request of the employees at this level to equip employees to apply for positions at grade 3.

Grade 2 employees may be required to perform complex tasks required of a grade 3 employee from time to time, within their competence, and shall be paid at the rate for grade 3 whenever such duties are performed for periods in excess of 5 hours per week.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 2 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Typical Duties - Grade 2

Showering/Bathing.

Excepting where client has severely limited/uncontrollable body movements;

Assisting clients to shower/bath self or totally showering/bathing client;

Assisting with mobility or transferring to and from shower/bath;

Assisting or transferring client to commode chair,

Supervising children's bath.

Bathing a baby.

Total bed bath/sponge - exception level 3.

Toileting.

Helping people to the toilet.

Assisting people to use the toilet by loosening clothing.

Assisting client to change own incontinence and sanitary pads.

Assisting clients with bottles.

Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements.

Changing babies, nappies, toileting children.

Menstrual Care.

Assisting with menstrual care.

Skin Care.

All skin care (e.g. application of cream, rubbing pressure areas with lotion etc. except where dressings are involved).

Grooming.

All hair care.

Limited care of nails.

Shaving;

where there are uncontrollable body movements use electric razors only

all other shaving - electric razors recommended.

All dressing/undressing or assistance with dressing/undressing except where there is uncontrollable body movements.

Oral Hygiene.

Assisting clients with their own care of teeth or dentures.

Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solution only.

Oral Medication.

Assisting client with or administering liquid medicines, pills, powders, nose and eye drops.

Transferring/Mobility.

Transferring client in and out of bed/chair/car and assisting with mobility- exceptions see level 3.

Assisting clients to turn or sit up - exceptions level 3.

Fitting of Aids/Appliances.

Such as splints and callipers.

Therapy.

Assisting with therapy in any of the following circumstances;

Low level of assistance is required.

Carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site.

Simple instructions required rather than specialised training knowledge.

Assistance with Eating.

Assisting where there are no eating difficulties.

Grade 3

Shall mean a person who performs the duties of a grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the client's condition and/or household environment.

Where the employer requires the employee to perform any or all of the tasks set out below, relevant to a Grade 3 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be provided.

Grade 3 employees will be involved in on the job training of homecare employees where required.

Typical Duties - Grade 3

Showering/Bathing.

Showering/Bathing adults and children with severely limited/uncontrollable body movements.

Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting.

Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths.

Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site.

Changing or assisting with urinary diversion - colostomy and drainage bags.

All bowel management.

Continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads.

Assisting the resident with the sterilising of glass catheters.

Menstrual Care.

Changing tampons and sanitary pads.

Skin Care.

Changing simple wound dressing.

Application of treatment creams to genital area.

Nasal Care.

Cleaning noses.

Grooming.

All dressing/undressing where there are severely limited/uncontrollable body movements.

Medication

Suppositories.

Assist and support diabetic residents in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycemia.

Transferring/Mobility.

Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing.

Using mechanical aids to lift and transfer clients.

Assisting clients with transfers/mobility where:

- (i) Clients can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the client's health/disability.
- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Therapy.

Assisting with therapy in any of the following circumstances:

- (i) High degree of assistance is involved.
- (ii) Employees have total responsibility because client is unable to take responsibly for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

Assisting with Eating.

Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.

(b) Live-in Homecarer

- (1) Live-in Homecarer - shall mean a homecare employee who lives at the client's premises for a period of 24 hours or more. For the purpose of this sub clause a day shall be defined as a period of 24 consecutive hours.
- (2) For the purposes of the rates of pay for Live-in Homecarer which are set out as daily rates of pay in Table 1, of Schedule B to this Award:
 - (A) A home care employee grade 1 shall be paid as a Live-in Homecarer grade 1;
 - (B) A home care employee grade 2 shall be paid as a Live-in Homecarer grade 2;
 - (C) A home care employee grade 3 shall be paid as a Live-in Homecarer grade 3;
- (3) The terms and conditions of this clause shall be in substitution for and not cumulative upon the entitlements in the following clauses: Clause 6-Hours; Clause 9-Overtime; Clause 14-Penalty Rates and Shift Allowances; Clause 16-Public Holidays.
- (4) Employees required to live in shall be provided with full board and lodging free of charge.
- (5) A Live-in Homecarer shall after each five (5) consecutive days of duty, be entitled to two (2) consecutive days off provided that:

- (A) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (B) Where it is mutually agreed between the employer and the employee that under such circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.
- (6) The rates of pay for a live-in Homecarer take into account all incidents of employment inherent in the work and conditions of employment of Live - in Homecarers, including but not limited to: the requirement to reside at the client’s premises; to perform work and be available for the performance of work at all such times of the day as the job and client’s needs may require; and in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work.
- (iii) Clerical & Administrative Employees
- (a) Grades:

All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
 - (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in paragraphs (c) to (g) of this subclause.
 - (c) A Grade 1 position is described as follows:
 - (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

Unit	Element
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

- (d) A Grade 2 position is described as follows:
 - (1) The employee may work under routine supervision with intermittent checking.

- (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.

Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(e) A Grade 3 position is described as follows:

- (1) The employee may work under limited supervision with checking related to overall progress.
- (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message

	Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) A Grade 4 position is described as follows:

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

Unit	Element
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others

	Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) A Grade 5 position is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

Unit	Element
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

5. Wages

- (i) Employees shall be paid not less than the rates for the appropriate classification set out in Table 1, Monetary Rates, of Part B of this award.
- (ii) Nothing in this Award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this Award.

- (iii) Wages for school based apprentice
 - (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

6. Hours

- (i)
 - (a) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked Monday to Friday and to commence on such days at or after 6:00 a.m. and at or before 10:30 a.m.
 - b) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (ii)
 - (a) The hours of work prescribed in subclause (i) shall be arranged as follows:
 - (1) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
 - (2) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle.
 - (b) Following consultation and discussion with the Union the hours of work may also be arranged in one of the following ways:
 - (1) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (2) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than five days in the week.
- (iii) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (iv) Each shift shall consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.
- (v)
 - (a) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.
 - (b) Permanent part-time and casual employees, other than Homecare Employees, shall receive a minimum payment of two hours for each start.

- (c) Permanent part time homecare employees and casual homecare employees shall receive a minimum of one hour for each engagement
- (vi)
- (a) An employee whose ordinary hours of work are arranged in accordance with sub-clause (a) of sub-clause (ii) above shall be entitled to an allocated day off in each cycle of 28 days or 35 days as the case may be. The ordinary hours worked on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked and 0.5 of one hour for each 10-hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
 - (b) A full-time employee's allocated day off duty (ADO) shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such allocated day off duty shall, where practicable, be consecutive with the rostered days off prescribed in subclause (iii) of this clause. Provided that allocated days off shall not be rostered on public holidays.
 - (c) Where the employer and the employee agree, up to five (5) allocated days off may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
 - (d) In a hostel which has a bed capacity of 40 or less, the employer shall have the option of granting an employee a nineteen-day four-week cycle or accumulating 12 allocated days off per annum which may be taken in conjunction with the employee's annual leave or at another agreed time.
 - (e) No time towards an allocated day off shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave or the statutory four weeks' annual leave.
 - (f) Credit towards an allocated day off shall continue to accumulate whilst an employee is on paid sick leave. Where an allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (vii) The ordinary hours of work for a permanent part-time employee will be a specified number of hours, which are less than those prescribed for a full-time employee. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (viii) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one ten-minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.
- (ix) Employees must receive a minimum break of eight hours between ordinary rostered shifts, which are not broken shifts.
- (x) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
- (xi) With respect to broken shifts:

- (a) A "broken shift" for the purposes of this sub clause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
- (b) An employee must receive a minimum break of ten hours between broken shifts rostered on successive days.
- (c) Where broken shifts are worked, employees shall receive an allowance of the amount set out in Item 1 of Table 2, Other Rates and Allowances, of Part B, of this award, per shift.
- (d) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 14, with shift allowances being determined by the commencing time of the broken shift.
- (e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
- (f) Broken shifts may be introduced for up to four weeks without the permission of the Union.
- (g) Where the employer seeks the approval of the Union to work broken shifts in excess of four weeks, it must be in writing, which the Union will accept or decline within fourteen days. The Union will not decline such an application without good cause.
- (g) Where an employee works a broken shift and at least part of that shift involves the work of a Homecare Employee, the employer is not required to seek the exemption from the Union as prescribed by paragraph (g) of this subclause.

7. Roster of Hours

- (i)
 - (a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to paragraph (b) of this subclause.
 - (b) In the case of Homecare Employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, mail, email or facsimile will be accepted.,
- (ii) Subclause (i) of this clause shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.
- (iii) Provided that a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his/her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.

 Provided also that this provision shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

 Provided further that any alteration to the roster of hours of a day worker must be consistent with the definition of a Day Worker contained in clause 2, Definitions.
- (iv)
 - (a) Where a home care client cancels for reasons other than those outlined in (iv)(b), permanent employees shall be entitled to receive payment for their minimum specified hours in that pay

period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients or in a facility.

- (b) Where the employer is unable to meet the minimum specified hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
1. work shall be re-allocated from casual employees to the permanent employee; or
 2. hours shall be reallocated from another employee who is working hours additional to their minimum specified hours; or
 3. where the employee agrees, the employee may have access to annual or long service leave; or
 4. the employee and employer may agree to a period of unpaid leave; or
 5. failing agreement in (4) above, refer to the dispute procedure.
 6. Notwithstanding the provisions in subparagraphs (1) to (5) inclusive, if after six weeks - or earlier if by mutual agreement - the employer is unable to provide the minimum specified hours, the employee shall be entitled to the provisions set out in Clause 42, Redundancy.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 6-Hours of this award that allocated day off duty is to be shown on the roster of hours for that employee.
- (vi) Each sleepover shall appear on the roster.

8. Meals

- (i)
- (a) Employees shall not be required to work more than six hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
 - (b) However, employees engaged in homecare duties may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with the client during such break.
 - (c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in homecarer, the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.
- (ii) Notwithstanding the provisions of subclause (i) of this clause, an employee required to work shifts in excess of ten hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between employer and employee.
- (iii) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid:
- (a) an amount set out in Item 2 of Table 2, Other Rates and Allowances, of Part B, of this award, for breakfast;
 - (b) an amount set out in Item 3 of the said Table 2, for luncheon;

- (c) an amount set out in Item 4 of the said Table 2, for the evening meal.

9. Overtime

- (i) All time worked by employees outside the ordinary hours in accordance with clause 6-Hours and clause 7-Roster of Hours of this award, shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- (ii) An employee must receive an eight or ten-hour break between rostered shifts, in accordance with clause 6-Hours. Where the next shift is due to commence before the employee has had their appropriate eight or ten hours break, one of the following will apply:
 - (a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under clause 6-Hours without loss of pay for the working time occurring during such absence.
 - (b) If at the request of the employer an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with clause 6-Hours without loss of pay for working time occurring during such an absence.
- (iii) Employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
 - (a) An employee recalled to work overtime pursuant to subclause (ii) shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (b) Provided that where an employee elects to use their own vehicle they shall be paid an allowance of the amount set out in Item 5 of Table 2, Other Rates and Allowances, of Part B, of this award.
 - (c) An employee who agrees to be on call, requiring to make themselves ready and available to return to work whilst off duty, shall be paid an allowance of the amount set out in Item 6 of the said Table 2.
 - (d) Employees will not be required to be on call in excess of ten days in any 28-day period.
- (iv) For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (v) All time worked by permanent part-time employees in excess of the hours prescribed in subclause (iv) of clause 6-Hours, of this award shall be paid for at overtime rates.
- (vi) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
 - (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- (c) Employees cannot be compelled to take time off in lieu of overtime.
- (d) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (e) Where no election is made the employee shall be paid overtime rates in accordance with the award.

10. Permanent Part-Time Employee

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work for a specified number of hours, which are less than those prescribed for a full-time employee.
- (ii) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
- (iii) Any adjusted contracted hours resulting from a review identified in subclause (ii) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by Table 1, Monetary Rates, of Part B of this award.
- (v) Permanent part-time employees 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.
- (vi) Permanent part time employees engaged in the provision of home care services shall:
 - (a) Have a minimum specified number of hours of ten per week or 20 per fortnight.
 - (b) Have a minimum payment per engagement of one hour.
 - (c) Notwithstanding the provisions in paragraph (a) of this subclause, where there is a genuine agreement in writing between the employer and employee the minimum contract hours may be reduced.
 - (d) Have hours of engagement maintained as per clause 7 - Roster of Hours.

11. Casual Employee

- (i)
 - (a) A casual employee is one engaged on an hourly basis otherwise than as a full-time employee or permanent part-time employee.
 - (b) A casual employee may only be engaged in the following circumstances: for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate rate prescribed by Part B, Monetary Rates of this award, plus ten (10) per centum

thereof, with a minimum payment of two hours for each start, (where the casual is employed in the place of a homecare employee who is absent then the minimum payment per engagement may be one (1) hour) and one thirty-eighth of the uniform and laundry allowances where a uniform is not supplied in accordance with clause 28-Uniforms and Protective Clothing.

- (iii) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 10% casual loading, receive the rates prescribed in clause 14-Penalty Rates and Shift Allowances and clause 16-Public Holidays.
- (iv) Overtime rates shall be payable on the hourly rate (1/38th) in lieu of the 10% casual loading only when a casual works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period.
- (v) For the entitlement to annual leave, a casual shall receive an additional amount equivalent to one-twelfth of the sum of their ordinary pay plus payments received in accordance with clause 14-Penalty Rates and Shift Allowances. No other allowances or payments are to be included for the calculation of this annual leave entitlement. Further, this amount will be itemised separately on the employee's pay records.
- (vi) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (vii) With respect to a casual employee, the provisions of the following clauses shall not apply:

Clause 7-Roster of Hours; clause 17-Annual Leave; clause 18-Annual Leave Loading; clause 19-Long Service Leave; clause 20-Sick Leave; clause 22-Compassionate Leave; clause 23-Leave Without Pay; clause 25-Service Allowance; clause 26-Leading Hands; clause 27-Higher Duties; clause 30-Live-In; clause 34-Promotions and Appointments; clause 35-Emergency Telephone Calls; clause 37-Repatriation Leave; clause 39-Apprentices.

(viii) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in Clauses 21(i)(b) and 21(i)(d) 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 Clause 21(i)(c)(2) 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 clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(ix) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 22(ii)(a)(2) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 21(i)(c)(2).
- (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 clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12. Temporary Employment

- (i) Fixed term or task contracts of employment may be offered and such temporary employees engaged where necessary to meet the genuine occupational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term relief, or forthcoming service reductions.
- (ii) The provision of clause 40-Redundancy will not apply to such employees.

13. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount set out in Item 7 of Table 2, Other Rates and Allowances, of Part B, of this award, per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: viz., commencing at Tocumwal and thence to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.

- (ii) Persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance of the amount set out in Item 8 of the said Table 2, per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.

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

14. Penalty Rates and Shift Allowances

- (i) Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, the 10% casual loading, for shifts rostered as follows:
 - (a) 10% for afternoon shift commencing after 10:30 a.m. and before 1:00 p.m.
 - (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
 - (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
 - (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.

Provided that laundry staff working afternoon or night shift as at 30 September, 1993 shall be paid 20% in addition to the ordinary pay for such shift. Laundry staff employed after 30 September 1993, and who work afternoon or night shift shall receive the penalty rates prescribed in subclauses (a) to (d) above.

- (ii) Notwithstanding subclause (i), employees working less than the hours prescribed for a full-time employee within clause 6-Hours of this award shall only be entitled to the additional rates where their shifts commence prior to 6:00a.m. or finish subsequent to 7:00 p.m.

- (iii) Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
 - (a) for work between midnight on Friday and midnight on Saturday - time and one half.
 - (b) for work between midnight on Saturday and midnight on Sunday - time and three-quarters.

These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding sub-clauses (i) and (ii) of this clause.

15. Allowances for Special Working Conditions

- (i)
 - (a) Employees engaged in work of a dirty or offensive nature and/or cleaning or scraping work in confined spaces (such as inside ventilator shafts, air conditioning ducts or the like) shall, whilst so employed, be paid an allowance of the amount set out in Item 9 of Table 2, Other Rates and Allowances, of Part B of this award, per hour extra.
 - (b) Provided however that employees engaged in cleaning or scraping work inside the gas or water space of any boiler, flue or economiser shall, whilst so employed, be paid an allowance of the amount set out in Item 10 of the said Table 2, per hour extra.
- (ii) Employees who are required to assist tradespersons on work of a dirty or offensive nature shall be paid disability allowances under the same terms and conditions as the disability allowances that may be payable to the tradespersons they are assisting.
- (iii) Employees shall be paid an allowance of the amount set out in Item 11 of the said Table 2, per hour or part thereof for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) An employee, other than a Homecare Employee, sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (v) **Vehicle Allowance:**

Where an employee is called upon and agrees to use his/her private vehicle for official business, payment of an allowance shall be made by utilising the rate in item 12 of the said Table 2, per kilometre excluding travel to and from the employee's home to the first place of work and return to home at the end of his/her duties. This rate shall remain in force for the duration of this award. This sub-clause shall apply to all employees.
- (vi) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties.
- (vii) No payment shall be made under sub-clause (v) & (vi) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (viii) Where homecare employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.
- (ix) An employee in possession of, and required to act on, a Laundry and Dry Cleaning Certificate, shall be paid an allowance in the nature of a salary as set out in item 13, of the said Table 2.

- (x) An employee who works less than 38 hours per week shall be entitled to this allowance identified in subclause (ix) of this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

16. Public Holidays

- (i) Public holidays shall be allowed to employees without loss of ordinary pay.
- (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
- (iii) In addition to those public holidays specified in sub-clause (ii) employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:
 - (a) On the day on which the August Bank Holiday is observed; or
 - (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
 - (c) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this award. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
 - (d) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this award, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.
- (iv) Employees shall also be entitled to any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated, beyond those days already observed in accordance with subclauses (ii) and (iii) above. .
- (v) An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, casual loading and part-time loading, as follows:
 - (a) Full-time Employees -
 - (1) Time and one half for all ordinary time worked in addition to the weekly rate.Alternatively, if the employee elects:
 - (2) Half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
 - (b) Permanent Part-time Employees -
 - (1) Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay.Alternatively, if the employee elects:
 - (2) Half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

- (c) Casual Employees:
- Double time and one-half for all time worked.
- (vi) Full-time shift-workers rostered off duty on a public holiday shall:
- (a) be paid one day's pay in addition to the weekly rate; or
- (b) if the employee so elects have one day added to be taken in conjunction with their period of annual leave.
- (vii) The election referred to in subclauses (iv) and (v) is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

17. Annual Leave

- (i) All employees shall be entitled to the provisions of the *Annual Holidays Act 1944*.
- (ii)
- (a) Full-time employees and permanent part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave if, during a qualifying period of employment for annual leave purposes they have worked:

	Full-time Employees	Permanent part-time Employees
3 shifts or less	Nil	Nil
4 - 10 shifts	one day	0.2 weeks
11 - 17 shifts	two days	0.4 weeks
18 - 24 shifts	three days	0.6 weeks
25 - 31 shifts	four days	0.8 weeks
32 or more shifts	five days	1 week.

Provided that an employee, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Live-in Homecarers employed and paid as such shall accrue an additional weeks leave for every 12 months of continuous service on a pro-rata basis.
- (iii) Provided that on termination of employment, employees shall be entitled to payment for any untaken annual leave due under sub-clause (ii) together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with subclause (i) of this clause.
- (iv) Employees entitled to allocated days off duty in accordance with sub-clause (vi) of clause 6-Hours of this award, shall accrue credits towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with sub-clause (ii) of this clause and subclauses (iv) and (v) of clause 16-Public Holidays.

18. Annual Leave Loading

- (i) Employees shall be entitled to annual leave loading of 17.5% on four weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties as set out in subclause (ii) of this clause, whichever is the greater.
- (ii) A shift worker, as defined in clause 2, Definitions of this award, shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the Shift

Worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 16-Public Holidays or paragraph (a) of subclause (ii) of clause 17-Annual Leave.

- (iii) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- (iv) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall be paid the leave loading for such leave on termination. No leave loading is payable on pro rate leave on termination.

19. Long Service Leave

All Therapists except Diversional Therapists:

For entitlements to Long Service leave see *Long Service Leave Act 1955*.

All other classifications:

- (i)
 - (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial ten year period of service.
 - (b) Where the services of an employee with at least five 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, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.
- (ii) For the purpose of subclause (i) of this clause:
 - (a) service shall mean continuous service with any one employer/organisation;
 - (b) service shall not include:
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (2) any period of service as a part-time worker except as provided for in sub-clause (vi) (v) of this clause.
- (iii)
 - (a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.
 - (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time

of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

(iv)

- (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.
- (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 an 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 sub-clause 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 sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (v) Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 April, 1985 and bears to 38 hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.
- (vi) Where an employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.
- (vii) Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award, e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years' service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years continuous service the employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

20. Sick Leave

(i)

- (a) An employee during his/her first year of employment with an employer shall be entitled to sick leave at the rate of 7.6 hours or pro rata thereof on the anniversary date of each of the first three months of continuous service.
- (b) Upon completion of four (4) months continuous service the employee shall be entitled to a further 53.2 hours or pro rata thereof sick leave

- (ii) A full-time employee shall be entitled to sick leave on ordinary pay by allowing 76 rostered ordinary hours of work for each year of continuous service.
- (iii) Part-time employees shall be entitled to sick leave in the same proportion of seventy six hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week for each year of continuous service. Such entitlements shall be subject to all the conditions applying to full-time employees.
- (iv)
 - (a) An employee, other than a homecare employee, shall notify his/her employer of an absence from work due to illness or injury prior to the commencement of his/her rostered shift or as soon as practicable thereafter, and shall inform the employer of the expected duration of the absence.
 - (b) A Homecare Employee shall notify his/her employer of an absence from work due to illness or injury at least three hours prior to the commencement of his/her rostered shift but in any case no later than one hour before the first client where the employee is not prevented from doing so and shall inform the employer of the expected duration of the absence.
 - (c) An employee who is working in two different classifications shall be paid the relevant pay for the classification he/she would have been working on the day of their sick leave.
- (v) Periods of sickness shall not be required to be certified to by a legally registered medical practitioner, excepting where the absence exceeds two consecutive days or where in the employer's opinion the circumstances are such as to warrant such requirements.
- (vi) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (vii) An employee shall not be entitled to sick leave on ordinary pay for any period in respect of which such employee is entitled to workers' compensation payments at full ordinary rate; provided however, that where an employee is not in receipt of such full ordinary compensation rate, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

Provided that this subclause shall not apply where an employee unreasonably refuses to undergo a rehabilitation program.

- (viii) For the purpose of determining a full-time employee's sick leave credit as at 1 May, 1985, sick leave entitlement shall be proportioned on the basis of 76:80.
- (ix) For the purposes of this clause, service shall mean continuous service with any one employer/organisation.
- (x) Any unused sick leave shall remain to the employee's credit.

21. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause (ii) of sub-clause (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause any current or accrued sick leave entitlement, provided for in clause 20-Sick Leave, for absences to provide care and support, for such persons

when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this sub-clause:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (e) An employee, in addition to the circumstances and manner stated in subclauses (a)-(d), shall also be entitled to access accrued sick leave for the purposes of personal/carer's leave in the following situation:
- (1) one permanent employee only per facility each calendar year shall be entitled to access two (2) days of such leave to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory

entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;

- (2) such an employee will give a minimum of four weeks notice to the employer of attendance at such training, unless a lesser notification period is agreed to by the employer, and the employer shall be entitled to request written confirmation from the Union as to the time and nature of the training;
- (3) access to this two (2) days per year in this subclause is not cumulative; and
- (4) such an employee may, with the consent of the employer, access additional or alternative leave, as prescribed in subclauses (ii)-(vi) of this clause, for the purposes of attending such training as stated in subclause (e)(1) above.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 31. should be followed.

(ii) Unpaid Leave for carer's leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-clause (i) (c) (2) above, who is ill or who require care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in sub-clause (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(iv) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken as set out in subclause (vi) of clause 9-Overtime.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) of this sub-clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said sub-clause (a), the employee shall be paid overtime rates in accordance with the award.

- (v) **Make-up Time**
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours payable at the ordinary rate of pay, and works those hours at a later time, during the spread of ordinary hours provided in the 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 ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- (vi) **Allocated Days Off**
 - (a) An employee may elect with the consent of the employer, to take an allocated day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take allocated days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.
 - (d) This sub-clause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

22. Compassionate Leave

- (i) Compassionate leave with pay shall be granted only in extraordinary or emergent circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.

An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than the employer, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

- (ii) Compassionate leave shall be granted on the following principles:
 - (a) **Bereavement Leave**
 - (1) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (3) of this paragraph, provided that where the employee is involved in making funeral arrangements, travelling, etc., leave may be allowed for up to three days. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in the said subparagraph (3) unless special circumstances exist, e.g., the employee resided with the deceased.
 - (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
 - (3) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 21-Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (5) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (b) Where an illness in the family causes an immediate emergency, sufficient leave should be granted to meet the immediate emergencies and to allow the employee to make any other arrangements considered necessary. Except in very special cases, such leave with pay should be limited to one day and where no one but the employee was available to care for the sick family member.
 - (c) Compassionate leave may also be granted in cases of unforeseen emergencies, which clearly prevent attendance for duty, e.g., flood, bush fires etc.
- (iii) Only under the most exceptional circumstances shall compassionate leave be granted for a period exceeding three working days within any one year. This is provided that additional leave may be granted by the employer in exceptional circumstances.

23. Leave Without Pay

- (a) By agreement between an employer and a permanent employee, an employee may be granted a period of leave without pay.
- (b) The period of leave without pay will not break the continuity of service but will not count for the purpose of:
 - (i) accruing annual leave, incremental progression, sick leave and public holidays;
 - (ii) accruing long service leave except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (iii) qualifying period for paid and unpaid paternity leave; and
 - (iv) the calculation of notice and severance pay in accordance with clause 40-Redundancy and clause 41-Termination of Employment.

24. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly, provided that, for the purpose of adjustments of wages related to alterations in the basic wage, from time to time effective, the pay period shall be deemed to be weekly.
- (ii) On each pay day the pay shall be made up to a day not more than five days prior to the day of payment.
- (iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee except where agreement as to payment by cash or cheque has been reached between the Union and the employer due to the isolation of the place of employment and/or the limited number of employees.
- (iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.

- (v) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- (vi) On payday each employee shall be provided with a pay slip, which specifies the following particulars:
 - (a) name and date of payment;
 - (b) the period for which the payment is made;
 - (c) the gross amount of wages, including overtime and other earnings and annual leave payments for casuals;
 - (d) the ordinary pay per hour;
 - (e) the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - (f) the amount of other earnings and the purpose for which they are paid;
 - (g) the amount deducted for taxation purposes;
 - (h) the particulars of all other deductions; and
 - (i) the net amount paid.
- (vii) Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

25. Service Allowance

- (i) All full-time employees appointed prior to 1 June, 1980, shall after 10 years' continuous service with the same organisation, be paid by the said organisation in addition to the rates prescribed in Table 1, Monetary Rates, of Part B of this award, a service allowance in the following manner:

For 20 years of service and over 10%.

- (ii) Payments due under this clause will be made on the usual pay day when other payments under the award are made.
- (iii) Continuous service in the same organisation, prior to the commencement of this award shall be taken into account when computing service for the purposes of this clause.
- (iv) Continuous service shall be deemed not to have been broken by absence from the organisation due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

26. Leading Hands

- (i) A leading hand is an employee who is placed in charge of not less than two (2) other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.
- (ii) A leading hand shall be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

	Item Number of Table 2, Other Rates and Allowances
in charge of two to five other employees	Item 14
in charge of six to ten other employees	Item 15
in charge of eleven to fifteen other employees	Item 16
in charge of sixteen to nineteen other employees	Item 17

- (iii) This allowance shall be part of salary for all purposes of this award.
- (iv) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

27. Higher Duties

- (i) An employee when called upon by the employer to undertake duties carrying a higher rate of pay than their ordinary classification, shall be paid the higher rate for the time so spent performing the higher duties.
- (ii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of their allocated day off duty.

28. Uniforms and Protective Clothing

- (i)
 - (a) Subject to sub-clause (c) of this sub-clause, sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
 - (b) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee, an employer shall pay the said employee the sum set out in Item 18 of Table 2, Other Rates and Allowances, of Part B, per week;
 - (d) In lieu of supplying special-type shoes where required to an employee, an employer shall pay the said employee the sum set out in Item 19 of the said Table 2, per week;
 - (e) In lieu of supplying a cardigan or jacket where required to an employee an employer shall pay the said employee the sum per week set out in Item 20 of the said Table 2, per week;
 - (f) If the uniform of the employee is not laundered at the expense of the organisation, an allowance of the amount set out in Item 21 of the said Table 2, per week shall be paid to the employee.
 - (g) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (ii) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (iv) For employees engaged in homecare services the following shall apply;

- (a) On request, the employer shall supply free of charge two sets of full body aprons or other attire as agreed by the parties;
- (b) The attire supplied in paragraph (a) of this subclause, shall be replaced by the employer on the basis of fair wear and tear;
- (c) The attire supplied in paragraph (a) shall remain the property of the employer at all times and any employee applying for a new issue supplied by the employer who fails to return their last issue shall not be entitled to a new issue without payment thereof;
- (g) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniform and/or employer's property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control;
- (h) Where the client supplies equipment, materials and tools, the employer shall ensure that they are of reasonable quality and comply with safety standards;
- (i) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

29. Sleepovers

- (i) Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping in at night in order to be on call for emergencies.
- (ii) The following conditions shall apply to each night of sleepover:
 - (a) The span for a sleepover shall be not less than eight hours nor more than ten hours on any one night.
 - (b) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (c) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
 - (d) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance of the amount set out in Item 22 of Table 2 , Other Rates and Allowances, of Part B of this award, for each night on which they sleepover.
 - (e) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
 - (f) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in paragraph (d) of this subclause.
 - (g) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - (1) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
 - (2) All time worked by permanent part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total

number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.

- (3) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (4) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (j) of this sub-clause will apply.
 - (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
 - (i) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses (iii) and (vi) of clause 7-Hours.
 - (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty and in no case shall casual employees be used exclusively or almost exclusively for sleepovers.
- (iii) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

30. Live-in

Hostel Supervisors and Live-in Homecarers required to live in shall be provided with full board and lodging free of charge. Where, in these circumstances, supervisors are rostered off duty, other appropriate staff shall be available.

31. Grievance and Dispute Resolution Procedures

- (i) The following procedures shall be followed in relation to grievances of individual employees:
 - (a) The employee is required to notify the employer, preferably in writing, as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

- (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (ii) The following procedure shall be followed in relation to disputes, etc., between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) In the case of employers who employ not more than 20 employees, or where the management structure is such that all employees are subject to the direct supervision and control of the employer, graduated steps for further discussion and resolution at higher levels do not apply.
- (iv) While the above procedure is being followed, work will continue as normal where it is agreed there is an existing practice, but in other cases work will continue on the employer's instructions. No party will be prejudiced as to the final settlement by continuation of work.
- (v) For any of the above procedures, the employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees.
- (vi) The industrial organisation representing employees reserves the right to vary this procedure where it is considered a safety factor is involved.

32. Attendance at Meetings

Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings.

In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this award.

33. Labour Flexibility and Mixed Functions

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to sub-clause (i) and/or (ii) shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to residents.

34. Promotions and Appointments

Promotion and/or appointment shall be by merit, provided however that no employee with a claim to seniority shall be passed over without having his/her claim considered.

35. Emergency Telephone Calls

An employee required to answer emergency telephone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone calls on production of receipted accounts. Provided that, where an employee is required to answer out of hours telephone calls on a relief basis, he/she shall be paid one-twelfth (1/12th) of his/her yearly telephone rental for each month or part thereof he/she is so employed.

36. Parental Leave

(i) All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act 1996*.

(ii)

(a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

(b) Employees who are eligible for paid parental leave are entitled to such leave as follows:

(1) Paid Leave

(A) Paid Maternity Leave - an eligible employee is entitled to nine weeks paid maternity leave at ordinary pay from the date the maternity leave commences.

Maternity leave may commence up to nine 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 this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

(B) Paid Paternity or partner Leave - an eligible employee is entitled to one week paid paternity or partner leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the *Industrial Relations Act 1996*.)

(C) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

(D) Such leave may be paid:

(i) on a normal fortnightly basis;

(ii) in advance in a lump sum;

(iii) at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

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

- (2) Unpaid Leave
- (A) Unpaid Maternity Leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.
- (B) Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
- (C) Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:
- (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (c) An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:
- (1) 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
- (2) 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.
- (d) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the 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.
- (e) In the case of notification of intention to take adoption leave, 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 their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (f) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (g) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (h) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on

half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.

- (i) Except in the case of employees who have completed ten years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (j) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (k) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (l) 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.
- (m) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (n) 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. 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.
- (o) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (p) In the case of stillbirth, an employee may elect to take sick leave, subject to the 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.
- (q) 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.
- (r) An employee returning from parental leave has the right to resume their 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 for which the employee is capable or qualified.
- (s) Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (1) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (2) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;

- (3) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
- (4) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
- (5) Full-time employees who return to work under this arrangement remain full-time employees.
- (t) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.
- (iii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996 (NSW)*) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) 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.

(iv) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clauses 38(iv)(a)(2) and 38(iv)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under Clause 36(iv)(a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (v) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 36(v)(a).
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

37. Repatriation Leave

- (i) Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of 12 months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:
- (a) to attend a hospital or clinic or visit a medical officer in that regard;
 - (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
 - (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
- (ii) Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

38. Union Representative

An employee appointed Union representative shall, upon notification thereof in writing to the organisation, within 14 days of such appointment, or as soon as practicable thereafter, be recognised as the accredited representative of the Union and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting employees.

39. Apprentices

- (i) Indentured apprentice means an employee who is serving a period of training under an indenture for the purpose of rendering them fit to be a qualified worker in an industry. Apprentices may be indentured to an organisation as cooks or gardeners.
- (ii) Apprenticeship means an apprenticeship established under the *Apprenticeship and Traineeship Act 2001*.
- (iii) The minimum rates of wages for apprentice cooks shall be the following percentages of the rate applicable to the classification of Care Service Employee Grade 3 as varied from time to time:

First year	60%
Second year	82.5%
Third year	92.5%

- (iv) The minimum rates of wages for apprentice gardeners shall be the following percentages of the rate applicable for the classification of a Care Service Employee Grade 3 as varied from time to time:

First year	50%
Second year	60%
Third year	80%
Fourth year	90%

- (v) Apprentices attending college for training shall be entitled to fares to and from home to college.
- (vi) An apprentice who obtains and hands to his/her employer a certificate or statement of having passed his/her first year technical college examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished shall be paid an allowance of the amount in Item 23 of Table 2, Other Rates and Allowances, of Part B of this award, per week in addition to the rates prescribed in the ensuing twelve months, plus an additional allowance of the amount in the said Item 23 per week if he/she passes each subsequent year.
- (vii) The ordinary hours of work for apprentices shall be as prescribed in clause 7, Hours. No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at TAFE.

(viii) Wages for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(ix) Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(x) Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(xi) Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

(xi) Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

40. Redundancy

(i) For the purposes of this Clause, "Continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act, 1955 as at 22 July, 1996. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this award.

(ii) Introduction of Change

(a) Employer's duty to notify -

- (1) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(b) Employer's duty to discuss change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) of this clause.
- (3) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

(iii) Redundancy

Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of the employee's employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subclause (a) of this clause and, in any case, prior to

the beginning of the period of notice required by subclause (iv) of this clause. These discussions shall cover, inter alia, any reasons for the proposed terminations, and measures to avoid or minimise the terminations, and measures to mitigate any adverse effects of any terminations on the employees concerned.

- (c) For the purposes of the discussion the employer shall, as soon as practicable and, in any case, prior to the beginning of the period of notice required by the said subclause (iv), provide to the employees concerned and to the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

(iv) Termination of Employment

- (a) Notice for changes in production, program, organisation or structure -

This paragraph sets out the notice provisions to be applied to terminations or proposed terminations of the employment of an employee by the employer in circumstances where the employer no longer wishes the job which the employee has been doing to be done by anyone, for any reason (other than technological change), and for reasons arising from production, program, organisation or structure in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause. These provisions shall be at least the minimum periods of notice as provided in Clause 41-Termination of Employment.

- (b) Notice for technological change -

This paragraph sets out the notice provisions to be applied to terminations or proposed terminations by the employer for reasons arising from technology in accordance with subparagraph (1).

- (1) An employer shall not terminate the employment of an employee unless the employer has given to the employee at least three months' notice of termination.
- (2) Payment in lieu of the period of notice specified in subparagraph (1) of this paragraph shall be made if the said period of notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the period of notice specified.
- (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any act amending or replacing either of these Acts.

- (c) Time off during the notice period -

- (1) During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice, up to a maximum of five days off, for the purposes of seeking other employment.
- (2) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.

- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the

same benefits and payments to which the employee shall be entitled had the employee remained with the employer until the expiry of such notice.

- (e) Statement of employment - The employer shall provide to each employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate the employment of 15 or more employees, the employer shall notify Centrelink of this, as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate - The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to Lower Paid Duties - Where an employee is genuinely transferred to a lower paid classification for reasons set out in paragraph (a) of subclause (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated. The employer will however in addition continue to pay the employee their former ordinary pay for a period equivalent to one week for each year of service completed with the employer to a maximum of six weeks.
- (v) Retrenchment Pay

Unless the Industrial Relations Commission of New South Wales subsequently orders otherwise pursuant to sub-clause (vi) of this clause, where the employment of an employee is to be terminated, for reasons set out in subclause (ii) of this clause, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- (a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay.

- (b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- (c) "Week's pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-award payments:

- (1) shift allowances as prescribed in sub-clauses (i) and (ii) of clause 14-Penalty Rates and Shift Allowances;
- (2) weekend penalties as prescribed in sub-clause (iii) of the said clause 14;
- (3) service allowances as prescribed in subclause (i) of clause 25-Service Allowance;
- (4) broken shift allowances as prescribed in clause 6-Hours;
- (5) sleepover allowances as prescribed in clause 29-Sleepovers;
- (6) apprentices' TAFE examination allowances as prescribed in clause 39-Apprentices;
- (7) climatic and isolation allowances as prescribed in clause 13-Climatic and Isolation Allowances;
- (8) leading hand allowances as prescribed in clause 26-Leading Hands;
- (9) Laundry and Dry Cleaning Certificate allowance as prescribed in Table 2, Other Rates and Allowances, of Part B of this Award.

(vi) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission an employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause (v) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of retrenchment pay in the said subclause (v) will have on the employer.

(vii) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) Retrenchment Pay, above if the employer obtains acceptable alternative employment for an employee.

41. Termination of Employment

- (i) Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.
- (ii) Notice of termination by employer -
 - (a)

(1)

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (2) A Care Service Employee-Grade 4 who has responsibility for the overall management of a facility and a Care Service Employee-Grade 5 shall be entitled to four week's notice.

- (b) Employees aged 45 years or older will be entitled to an additional one week's notice in the following circumstances:
 - (1) On completion of at least five years continuous service, for Care Service Employees-Grade 4 who have responsibility for the overall management of a facility, and Care Service Employees-Grade 5; and
 - (2) On completion of at least two years continuous service for all other employees other than casuals.
 - (c) Casuals are to be given notice to the end of the current shift worked.
- (iii) Notice by Employee
- (a) Subject to paragraphs (b) and (c) of this subclause, employees shall give the employer one weeks' notice of termination in writing.
 - (b) A Care Service Employee-Grade 4 who has responsibility for the overall management of a facility and a Care Service Employee-Grade 5 shall give four weeks' notice of termination in writing.
 - (c) Casuals shall only be required to give notice to the end of the current shift worked.
- (iv) The employer may, without notice, summarily dismiss an employee at any time for misconduct or wilful disobedience. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require the employer to continue the employment during a notice period.
- (v) The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.
- (vi) Abandonment of Employment -

Where an employee is absent from work for a continuous period of two working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her/his absence within two days of the receipt of such a request, the employee will be considered to have abandoned employment.

42. Notice Board

- (i) The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.
- (ii) The employer shall keep exhibited a copy of this award in accordance with Section 361 of the *Industrial Relations Act 1996*.

43. Accommodation and Amenities

- (i) The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.
- (ii) Such amenities must include:
 - (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing, dining utensils;

- (d) rest room;
 - (e) washing and bathing facilities;
 - (f) sanitary conveniences; and
 - (g) Safe and secure workplace.
- (iii) sub-clauses (i) & (ii) above shall not apply to homecare employees.
- (iv) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

44. Inspection of Lockers

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and a union representative where practicable, otherwise by any two officers of the facility appointed by the employer for that purpose.

45. Consultative Arrangements

The parties support the development of consultative arrangements in the aged care industry and to that end recommend that facilities establish consultative teams and that those teams meet regularly. The number of management representatives should not exceed the number of staff representatives. The meetings are a forum to allow the exchange of ideas and information on policies, procedures, etc. Members should encourage the development of skills by attendance at recognised training forums and greater participation of all employees in the consultative process.

46. Training

- (i) Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- (ii) Each employee shall provide to his/her employer details of their attendance at training and the employer shall keep a record of this attendance.
- (iii) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- (iv) Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
 - (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
 - (b) An employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - (c) Notwithstanding clause 10, Overtime, attendance at such training shall be paid ordinary pay for the period of training.
 - (d) An employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in subclause (c) of this clause that is in excess of the time normally taken for that employee to attend work.
 - (e) When receiving travelling time as set out in subclause (d) above in this clause, any employee using their own vehicle for attendance at such training shall be reimbursed as set out in Item 5 of Table 2, Other Rates and Allowances, of Part B of this Award.

- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 6-Hours. Where practicable, similar arrangements should also be made available to all other employees.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (h) Notwithstanding subclause (ix) of Clause 6-Hours, subclause (ii) of Clause 9-Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight or ten hour break between shifts.

47. Leave Reserved

The parties agree to the following:

- (a) continue to review the classification structures within the Award to ensure their on-going currency and relevance to the industry; and
- (b) continue discussions regarding reasonable workloads.

48. Reasonable Hours

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

49. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
 - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
 - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

50. Superannuation

- (i) Superannuation legislation
- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
 - (b) The rights and obligations in these clauses supplement those in superannuation legislation.

(ii) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

(iii) Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (ii)

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under paragraphs (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under paragraphs (a) or (b) was made.

(iv) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (ii) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (ii) and pay the amount authorised under paragraphs (iii) (a) or (b) to the following superannuation funds or its successor:

(a) Local Government Superannuation Scheme

(b) a superannuation fund or scheme which the employee is a defined benefit member of.

51. Area, Incidence and Duration

(i) This award rescinds and replaces the following awards:

(a) Charitable Sector Aged and Disability Care Services (State) Award published 7 May 2004 (344 IG 331), and all variations thereof;

(b) Charitable Aged and Disability Care Services (State) Award published 21 June 2002 (334 IG 601), and all variations thereof;

(c) Charitable Institutions (Professional Paramedic Staff) (State) Award 2006 published 31 August 2001 (327 IG 399) and all variations thereof;

(d) Private Hospital, Aged Care and Disability Services (Training) (State) Award published 2 June 2000 (315 IG 1404), and all variation thereof;

(e) Private Health and Charitable Sector Superannuation Employees Superannuation (State) Award published 7 December 2001 (330 IG 89)

(ii) This award shall apply to all persons employed in home care services and aged care facilities (which may be variously referred to as retirement village, nursing home, hostel, accommodation support service or community residential unit) run by local government and who come within the constitutional rule of the HSU New South Wales.

(iii) This award shall apply to all persons employed in home care services for the disabled in the private disabilities service industry and aged care facilities, (which may be variously referred to as retirement

village, nursing home, hostel, accommodation support service or community residential unit) run by local government and who come within the constitutional rule of the HSU New South Wales.

- (iv) Provided that this award shall not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programmes, or community development work in connection with services for the disabled or social workers or social educators properly so-called; provided this exclusion does not apply to persons eligible to become members of HSU New South Wales who are employed as residential care workers, and persons primarily engaged in supervising the work performed by disabled persons, or in domestic duties in Sheltered Workshops for the disabled.
- (v) Provided that this shall also not apply to persons who are employed in providing home care services to clients in private residences which are not operated as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit or where the provisions of the consolidated Miscellaneous Workers Home Care Industry (State) Award, reprinted 27 January 2012 (372 IG 490), as varied, apply.
- (v) This award shall take effect on and from the beginning of the first pay period to commence on or after 25 November 2015 and it shall have a nominal terms of 3 years.

PART B

Table 1 - Monetary Rates

	Current Rate p/week from 1 September 2023 \$
Care Service Employees	
Grade 1	1089.01
Grade 2	1130.89
Grade 3	1144.22
Grade 4	
- Level 1	1183.03
- Level 2	1276.73
Grade 5	1361.76
from	
to	2012.18

- Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
- Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week from 1 September 2023 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	1168.18
Maintenance Supervisor (Otherwise)	
- in charge of staff	1193.44
Maintenance Supervisor (Tradesperson)	1266.58

Catering Officer	
Trainee Catering Officer	
1st year	1033.44
2nd year	1052.01
3rd year	1073.35
Assistant Catering Officer	
80-120 beds	1083.96
120-300 beds	1154.45
300-500 beds	1238.89
500-1000 beds	1271.77
Catering Officer	
80-120 beds	1205.32
120-200 beds	1238.89
200-300 beds	1271.77
300-500 beds	1335.22
500-1000 beds	1441.25
Diversional Therapist	
1st year of experience	1078.20
2nd year of experience	1131.84
3rd year of experience	1184.91
4th year of experience	1237.86
5th year of experience and thereafter	1288.62
Dieticians	
1st year of service	1173.83
2nd year of service	1225.40
3rd year of service	1286.66
4th year of service	1352.98
5th year of service	1414.37
6th year of service	1463.28
7th year of service	1500.31
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	1143.37
2nd year of service	1173.83
3rd year of service	1225.40
4th year of service	1286.66
5th year of service	1352.98
6th year of service	1414.37
7th year of service	1463.28
8th year of service & thereafter	1500.31
Apprentices	
Apprentice Cook	
1st year	670.85
2nd year	922.45
3rd year	1034.24
Apprentice Gardener	
1st year	559.06
2nd year	670.85
3rd year	894.53
4th year	1006.33

Homecare Employees		
Homecare Employee		
Grade 1		998.48
Grade 2		1047.51
Grade 3		1120.18
Live-in Homecarers		
Grade 1	Daily Rate	259.69
Grade 2	Daily Rate	293.27
Grade 3	Daily Rate	339.99
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under		543.14
At 17 years of age		615.47
At 18 years of age		705.68
At 19 years of age		795.31
At 20 years of age		876.89
Adults		
Grade 1		1071.50
Grade 2		1135.18
Grade 3		1190.09
Grade 4		1255.04
Grade 5		1311.69

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Current Rate from 1 September 2023 \$
1	6(xi)(c)	Broken Shift	per shift	12.67
2	8(iii)(a)	Overtime - Breakfast	per meal	15.58
3	8(iii)(b)	Overtime - Luncheon	per meal	20.12
4	8(iii)(c)	Overtime - Evening Meal	per meal	29.39
5	9(iii)(b)	Overtime - recall use of own vehicle	per km	0.44
6	9(iii)(c) 13(i)	On Call Allowance	per day (24 hrs)	20.64
7	13(ii)	Climatic & Isolation Allowance	per/week	8.21
8	15(i)(a)	Climatic & Isolation Allowance	per week	15.52
9	15(i)(b)	Cleaning/Scraping Work - Confined Space	per hour	0.77
10	9(iii)(c)	Cleaning Scraping Work - Boiler/Flue	per hour	1.24
11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.40
12	15(v)	Use of own vehicle	per week	0.89
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	13.65
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	33.60

15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	48.05
26	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	60.68
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	74.09
18	28(i)(c)	Uniform Allowance	per week	7.99
19	28(i)(d)	Special Type Shoes Allowance	per week	2.45
20	28(i)(e)	Cardigan or Jumper Allowance	per week	2.38
21	28(i)(f)	Laundry Allowance - Uniform	per week	6.60
22	29(ii)(d)	Sleepover Allowance	per shift	59.98
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	12.67

2. Delete subclause A.4 of Schedule A, Training Wages and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed		
	Year 10 per week 1 September 2023 \$	Year 11 per week 1 September 2023 \$	Year 12 per week 1 September 2023 \$
School leaver	395.58	436.09	523.52
Plus 1 year out of school	436.09	523.52	609.48
Plus 2 years out of school	523.52	609.48	708.35
Plus 3 years out of school	609.48	708.35	809.40
Plus 4 years out of school	708.35	809.40	809.40
Plus 5 or more years out of school	809.40	809.40	809.40

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed		
	Year 10 Per hour 1 September 2023 \$	Year 11 Per hour 1 September 2023 \$	Year 12 Per hour 1 September 2023 \$
School Leaver	13.03	14.35	17.22
Plus 1 year out of school	14.34	17.22	19.99
Plus 2 years	17.22	19.99	19.99
Plus 3 years	19.99	23.32	26.62
Plus 4 years	23.32	26.62	26.62
Plus 5 years or more	26.62	26.62	26.62

(b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Wage Level A	13.72	14.35

SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A

Training package	AQF certificate level
Business Services	I
	II
	III
	IV
Community Services	II
	III
	IV

Printed by the authority of the Industrial Registrar.

NURSES' (LOCAL GOVERNMENT) RESIDENTIAL AGED CARE CONSOLIDATED (STATE) AWARD 2021

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 September 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
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AWARD

Arrangement

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PART A

1. Definitions

The following definitions apply in this award, except where otherwise clearly indicated.

- (i) "Approved fund" means:
 - (a) Aware Super (formerly known as First State Super);
 - (b) Health Employees Superannuation Trust Australia (HESTA);
 - (c) any superannuation fund as agreed between the Association and employer(s), provided that the fund is a complying regulated fund and holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority. Provided further that the Association will not unreasonably withhold agreement unless it establishes good and proper reasons;

- (d) any superannuation fund operating within a place of employment prior to 1 July 2000 provided that the fund is a complying regulated fund, holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority, and the Association agrees to the continued approval of that fund. Provided that the Association will not unreasonably withhold agreement unless it establishes good and proper reasons;
- (e) any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act 1996* (NSW) ("the 1996 Act").
- (ii) "Assistant in Nursing" means - a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in a facility.
- (iii) "Assistant Director of Nursing" means:
 - (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
 - (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.
- (iv) "Association" means the New South Wales Nurses and Midwives' Association.
- (v) "Board" means the Nursing and Midwifery Board of Australia.
- (vi) "Complying regulated fund" means a superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993* (Cth) and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (vii) "Clinical Nurse Consultant" means - a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.
- (viii) "Clinical Nurse Educator" means - a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the nursing home.

The Clinical Nurse Educator will cater for the delivery of clinical nurse education at the nursing home. The Clinical Nurse Educator may also be responsible for new employee orientation at the nursing home.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the nursing home to provide the educational programmes detailed above.

- (a) Nothing in this clause will affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.
- (ix) "Clinical Nurse Specialist": -
 - (a) In facilities of 250 ADA and above, the definition of a Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of their specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

(b) In facilities of less than 250 ADA the definition for Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their specified post registration qualification.

- (x) "Day Worker" means - a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.
- (xi) "Deputy Director of Nursing" means - a person appointed to that position or deemed to hold that position pursuant to clause 33, Deputy Director of Nursing and Assistant Director of Nursing, of this award.
- (xii) "Director of Nursing" means a registered nurse who is registered by their employer with the Health Administration Corporation as the person in charge of the facility. There will be only one person in each facility entitled to be classified as Director of Nursing or whatever title the senior nursing administrator is known by in the individual facility and will include "Director of Nursing" as defined by Part 7, Division 4, 104 (3) of the *Public Health Act 2010* (NSW).
- (xiii) "Enrolled Nurse" means - a person enrolled by the Board as such.
- (xiv) "Experience" in relation to an enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.
- (xv) "Facility" means - a nursing home or residential aged care facility
- (xvi) "Industry of Nursing" means - the industry of persons engaged in New South Wales in the profession of nursing in nursing homes and hostels.
- (xvii) "Nurse" includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.
- (xviii) "Nurse Educator" means - a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator.

A Nurse Educator will be responsible for the development, implementation, and delivery of nursing education programmes within a nursing home or group of nursing homes. Nurse education programmes will mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary postgraduate specialist clinical nursing qualifications will commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for a group of nursing homes will be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators will be on completion of 12 months satisfactory full-time equivalent service, provided that progression will not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above will progress to the 4th year rate after completion of 12 months satisfactory full time service.

- (xix) "Nursing Home" means a facility at which residential care (within the meaning of the *Aged Care Act 1997* (Cth)) is provided, being:

- (a) a facility at which care is provided in relation to an allocated place (within the meaning of that Act) that requires a high level of residential care (within the meaning of that Act), or
 - (b) a facility that belongs to a class of facilities prescribed by the regulations
- (xx) "Ordinary time earnings" for the exclusive purpose of clauses relating to superannuation means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
- (a) Monday to Friday shift premiums for ordinary hours of work;
 - (b) Weekend shift premiums for ordinary hours of work;
 - (c) Public holiday loadings;
 - (d) any percentage addition payable to casual employees for ordinary hours of work;
 - (e) ordinary time award allowances (not including expense-related allowances);
 - (f) over-award payments for ordinary hours of work.
- (xxi) "Qualified employee" means:
- (a) A full-time or part-time employee who has completed at least four weeks' service in the industry of nursing. Provided that once this period has elapsed, payments in accordance with clause 51 will be made for the entire period of service with the employer;
 - (b) A casual employee who has earned in excess of \$2000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified.
- (xxii) "Registered Nurse" means - a person registered by the Board as such.
- (xxiii) "Senior Nurse Educator" means - a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator.
- A Senior Nurse Educator will be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a nursing home or in a group of nursing homes.
- Incremental progression will be on completion of 12 months' satisfactory service.
- (xxiv) "Service" for the purpose of clause 6, Salaries, of this award, means - service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, plus any actual periods on and from 1 January 1971, during which a registered nurse undertook a prescribed geriatric, infants', midwifery, mothercraft or psychiatric training course, or attended a post-graduate course recognised by the Board whether in New South Wales or elsewhere; provided that in the case of service elsewhere than in New South Wales where the period of the prescribed course of training is less than the period of the prescribed course of training in New South Wales, the nurses will serve a period after graduation equal to the difference between the period of the prescribed course elsewhere than in New South Wales and the period of the prescribed course in New South Wales before becoming entitled to be paid as a registered nurse, general nurse, geriatric nurse, infants' nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be.

- (xxv) "Shift Worker" means - a worker who is not a day worker as defined.
- (xxvi) "They" may be used to refer to multiple people or as a gender neutral way of referring to a singular person.
- (xxvii) "Trainee Enrolled Nurse" means - a person who is being trained to become an enrolled nurse in a nursing home recognised by the Board for that purpose.

2. Hours of Work and Free Time of Employees Other Than Directors of Nursing

- (i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, will be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 6am and before 10am.
- (ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, will not exceed an average of 38 hours per week in each roster cycle.
- (iii)
- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause will, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee will not work their ordinary hours of work on more than 19 days in the cycle.
- (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer, work shifts of less than eight hours each over 20 days in each cycle of 28 days.
- (c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5-day fortnight may be worked instead of the 19-day month.

NOTE: This subclause is designed to ensure that rosters achieve increased leisure time for nurses, rather than reduced daily hours. This can be achieved by the working of shifts of longer than eight hours per day, with the result that less than 19 days are worked in 28, but without the accrual of an additional day off, as well as by the working of a 19-day month with an accrued additional day off.

- (iv) Each shift will consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee will not work more than seven consecutive shifts unless the employee so requests and the Director of Nursing agrees. Provided also that an employee will not work more than two quick shifts in any period of seven days, i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than ten hours.
- (v) The employer is to decide when employees take their additional days off prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38-hour week). Where necessary, the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable, additional days off duty will be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.
- (vi) Once set, the additional day off duty may not be changed, except in accordance with the provisions of clause 5, Rosters.
- (vii) Where the employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than six days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.
- (viii)
- (a) Except for breaks for meals, the hours of duty each day will be continuous.

- (b) "Broken shift" for the purposes of this subclause means a shift worked by a permanent part-time employee that includes a break (other than a meal break) of not more than four hours and where the span of hours is not more than 12 hours.
- (c) Notwithstanding paragraph (a) above and subclause (iv) of this clause, an employer association representing an employer may apply to the Association for permission to implement broken shifts.
- (d) Broken shifts may be worked without the permission of the Association, but only where:
 - (1) it is for a period of one month or less; and
 - (2) it is by reason of an emergency in the roster, e.g., absence of another employee due to sick leave, annual leave on short notice or resignation; and
 - (3) the affected employees agree to work the broken shifts.
- (ix)
 - (a) Each employee will be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
 - (b) Where practicable, employees will not be required to work more than five hours without a meal break.
- (x) Two separate ten-minute intervals (in addition to meal breaks) will be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, employees will be allowed one ten-minute interval in each four-hour period. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval, or as one ten-minute interval with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) will count as working time.
- (xi) Subclauses (ix) and (x) of this clause will not apply to an employee who, before going on night duty, is provided with a meal between 9pm and 11pm and who is allowed two intervals of 20 minutes each during the period of night duty, but such intervals will count as working time and will be paid for as such.
- (xii)
 - (a) Except as provided for in paragraph (b) of this subclause, an employee will not be employed on night duty for a longer period than eight consecutive weeks. After having served a period of night duty, an employee will not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
 - (b) The provisions of paragraph (a) will not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a registered nurse in charge, as the case may be, who is employed permanently in charge at night, nor to an employee who requests to be employed on night duty and the Director of Nursing consents.
 - (c) Moreover, except in cases of emergency, a trainee enrolled nurse will not be employed on night duty for more than ten weeks in any one year of training nor will a trainee enrolled nurse who is sitting for their final examination be required to perform night duty during a period of at least two weeks prior to the respective examination or on the two nights following such examination.
- (xiii) An employee changing from night duty to day duty or from day duty to night duty will be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

(xiv)

- (a) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle and no duties will be performed by the employee on any of such free days except for overtime. Where practicable, days off will be consecutive and will not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift will be one which commences at or after 1pm and before 4pm.
- (b) An employee, at their request, may be given free-from-duty time in one or more periods but no period will be less than one full day.
- (c) For the purpose of this subclause, "full day" means - from midnight to midnight or midday to midday.

(xv)

- (a) Employees may be required to remain "on call". Any such time on call will not be counted as time worked (except insofar as an employee may take up actual duty in response to a call) but will be paid for in accordance with clause 9, Special Allowances. Provided, however, that no employee will be required to remain on call whilst on leave or on the day before entering upon leave.
- (b) No employee will be required to remain on call while on a rostered day or days off nor on completion of the shift on the day preceding a rostered day off. This provision will not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.

(xvi) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations will be deemed to be time worked.

(xvii) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this clause, will not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

3. Hours of Work and Free Time of Directors of Nursing

- (i) A Director of Nursing will be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days will be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing will, where practicable, inform their employer by giving not less than seven days' notice of the days they propose to be free from duty; provided that such days will be subject to the approval of the employer, and such approval will not be unreasonably withheld.

4. Remuneration Packaging

- (i) Where an employer intends to offer remuneration packaging generally to employees under this award, the employer will notify the Association at least 21 days prior to making that general offer that it intends to make a general offer of remuneration packaging to employees under this award.

- (ii) Where the employer offers remuneration packaging to an individual employee, the employer will allow the employee a period of no less than 21 days to seek independent advice on the terms of the proposed remuneration packaging.
- (iii) Remuneration packaging will be introduced by agreement between an employer and the employee. Neither the employee nor the employer will be compelled to enter into a salary packaging arrangement. Employees may exercise their rights to continue to receive their applicable salary.
- (iv) The terms and conditions of a package offered to an employee will not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and will be subject to the following provisions:
 - (a) The employer will ensure that the structure of any package complies with taxation and other relevant laws.
 - (b) All award conditions, other than the salary and those conditions as agreed in paragraph (c) below will continue to apply.
 - (c) Where packaging arrangements apply with a Director of Nursing (DON) or a Deputy Director of Nursing (DDON), the employer and employee may by mutual agreement delete the application of certain award clauses, excepting clauses 22, Annual Leave; 24, Sick Leave; 25, Long Service Leave; and 28, Personal/Carer's Leave.
 - (d)
 - (i) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their award salary prior to the application of any remuneration packaging arrangements.
- (v) A copy of the agreement will be made available to the employee.
- (vi) The employee will be entitled to inspect details of the payments made under the terms of this agreement.
- (vii) The configuration of the remuneration package will remain in force for the period agreed between the employee and the employer.
- (viii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- (ix) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration packaging arrangements and the employee's salary will revert to the applicable award classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (x) One months notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the award wage.
- (xi) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination will be treated as salary and the appropriate tax deducted.
- (xii) Pay increases granted to employees in accordance with this award will also apply to employees subject to remuneration packaging arrangements.
- (xiii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, will be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.

5. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, will be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster will, where practicable, be displayed at least two weeks, and in any event not less than one week, prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency; provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof will be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 2, Hours of Work and Free Time of Employees other than Directors of Nursing, of this award, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters will be retained for at least six years.

6. Salaries

- (i) The minimum salaries per week will be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

7. Recognition of Service and Experience

- (i) The employer will notify each nurse, in writing, of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse, then the requirements of this clause will not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in clause 1, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in subclause (ii) above, the employer will pay the nurse at the level for which proof has been provided.
- (iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer will pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse will be paid a rate appropriate for the previous service or experience then proved, but only from the date of providing that evidence to the employer.
- (vi) A nurse who is working as a nurse for more than one organisation will notify each employer under this award within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the nurse will be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is

provided outside that three-month period, the nurse will be paid at the higher rate only from the date that proof is provided.

8. Average Occupied Beds

The average will be taken for the 12 months ended 30 June in each and every year and such average will relate to the salary of the Director of Nursing and Deputy Director of Nursing for the succeeding year. On request, an employer will furnish to the Association a statement in writing showing the adjusted daily average of occupied beds for the twelve months ending on the preceding 30 June.

9. Special Allowances

(i)

- (a) A registered nurse in charge during the day, evening or night of a facility having a daily average of occupied beds of less than 150 will be paid, in addition to their appropriate salary, whilst so in charge, the relevant sum set out in Item 1 of Table 2, Other Rates and Allowances, of Part B Monetary Rates, per shift.
- (b) A registered nurse who is designated to be in charge of a shift in a ward will be paid, in addition to their appropriate salary, the sum set out in Item 2 of the said Table 2, per shift.
- (c) This subclause will not apply to registered nurses holding classified positions of a higher grade than a registered nurse.
- (d) An enrolled nurse will not be required to be in charge of a facility, shift, ward or unit.

(ii)

- (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) of this subclause will be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance will be payable in any period of 24 hours.
- (b) An employee required to be on call on rostered days off in accordance with paragraph (b) of subclause (xv) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid the sum set out in Item 4 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance will be payable in any period of 24 hours.
- (c) An employee who is directed to remain on call during a meal break will be paid the sum set out in Item 5 of Table 2, provided that no allowance will be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in paragraph (a) of subclause (ii) of this clause.
- (d) Where an employee on remote call leaves the facility and is recalled to duty, they will be reimbursed all reasonable fares and expenses actually incurred, provided that where an employee uses a motor car in those circumstances the allowance payable will be calculated utilising the rate per kilometre in Item 6 of Table 2.
- (e) This subclause will not apply to a Director of Nursing, subsidiary nursing home Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

(iii) Where an employee is called upon and agrees to use their own private vehicle for official business, payment of an allowance will be made by utilising the rate per kilometre in Item 6 of Table 2. This subclause will apply to all employees.

10. Continuing Education Allowance

- (i) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, will be paid an allowance subject to the conditions set out in this clause.
- (ii) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (iii) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (iv) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (v) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (vi) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (vii) An RN who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 1 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (viii) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 2 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (ix) An RN who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 3 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (x) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 4 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (xi) The allowances set out in subclauses (vii), (viii), (ix) and (x) hereof are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (xii) A registered nurse or enrolled nurse who is employed on a part-time or casual basis will be paid these allowances on a pro rata basis.
- (xiii) The rates for these allowances will be adjusted in accordance with increases in other wage-related allowances contained in this award.
- (xiv) Where a disagreement or dispute arises concerning the eligibility of an employee for payment of a continuing education allowance, and such disagreement or dispute is not resolved by the process set out in subclauses (i), (ii) and (iii) of clause 46, Resolution of Disputes, negotiations between the employer and the Association must occur prior to referral to the Industrial Relations Commission for determination.

11. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in facilities in places situated upon or to the west of a line drawn as herein specified will be paid the sum per week as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line will be drawn as follows:

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

- (ii) Persons employed in facilities in places situated upon or to the west of a line drawn as herein specified will be paid the sum per week as set out in Item 8 of the said Table 2 in addition to the salary to which they are otherwise entitled. The line will be drawn as follows:

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

- (iii) Except for the computation of overtime, the allowances prescribed by this clause will be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 hours.

12. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm	10 per cent
Afternoon shift commencing at 1pm and before 4pm	12.5 per cent
Night shift commencing at 4pm and before 4am	15 per cent
Night shift commencing at 4am and before 6am	10 per cent

- (ii) "Ordinary rate" and "ordinary time" will not include any percentages addition by reason of the fact that an employee works less than 38 hours per week, but will include amounts payable under clause 6, Salaries, subclauses (i) and (ii) of clause 9, Special Allowances, and subclauses (i) and (ii) of clause 11, Climatic and Isolation Allowance.
- (iii) For the purposes of this clause, day, afternoon and night shifts will be defined as follows:

"Day shift" means - a shift which commences at or after 6am and before 10am

"Afternoon shift" - means a shift which commences at or after 10am and before 4pm

"Night shift" means - a shift which commences at or after 4pm and before 6am on the day following.

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

The foregoing paragraph will apply to employees who work less than 38 hours per week, but such employees will not be entitled to be paid in addition any allowance prescribed by clause 21, Part-time,

Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause will not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 22, Annual Leave.

13. Expense Allowance for Directors of Nursing

- (i) The Director of Nursing will be paid the appropriate sum as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, according to the adjusted daily average of the facility.

Payment equal to one quarter of the annual amount is to be made at the end of each three month period subsequent to appointment as Director of Nursing or Subsidiary Nursing Home Director of Nursing in a particular nursing home.

- (ii) Provided that this clause will only apply to persons employed as at 12 December 1994 in nursing homes conducted by members of Aged and Community Services Australia.

14. Telephone Allowance

- (i) If an employee is required, for the purpose of their employment, to be on call on a regular basis or where an employee is required by their employer to have a telephone installed for the purpose of their employment, the employer will be responsible for the following payments:

- (a) Where the employee already has a telephone installed:

- (i) three-quarters of the cost of rental of the telephone;
- (ii) the cost of all official trunk line calls.

- (b) Where the employee does not have the telephone installed:

- (i) the cost of installation of the telephone;
- (ii) three-quarters of the cost of rental of the telephone;
- (iii) the cost of all official trunk line calls.

- (ii) Provided that this clause will not apply to persons employed in facilities conducted by members of Aged and Community Services Australia.

15. Public Holidays

- (i) The following days will 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, and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated. All five-day workers will be allowed every public holiday prescribed by this subclause without loss of pay.

- (ii) In addition to those public holidays prescribed in subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the employer following consultation with the Association. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

- (iii)

- (a) A full time employee who is covered by paragraph (b) of subclause (i) of clause 22, Annual Leave, and who is required to and does work on a public holiday prescribed by subclauses (i) and

(ii) of this clause will have one day or one half day, as appropriate, added to their period of annual leave and will be paid at the rate of time and one-half for the time actually worked.

Such payment is in lieu of any additional rate for work or weekend work which would otherwise be payable had the day shift not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to their ordinary weekly rate. Such election will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment will be made for a minimum of four hours' work, and any balance of the day or shift not worked will be paid at ordinary rates.

- (b) Where a public holiday falls on a rostered day off of a full-time shift worker as defined in clause 1, Definitions, who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of clause 22, Annual Leave, such shift worker will be paid one day's pay in addition to the weekly rate or, if the employee so elects, will have one day added to the period of annual leave prescribed by paragraph (b) of subclause (i) of clause 22.
- (c) For the purposes of this subclause, the hourly rate of pay will be calculated on the basis of one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in clause 6, Salaries.
- (iv) Employees engaged upon a seven-day shift roster and who are required to work on any public holiday prescribed by subclause (i) of this clause will be paid, in addition to their ordinary pay for that day, an allowance of 50 per cent of their ordinary day's pay for work performed within ordinary hours and double time and a half for all time worked outside ordinary hours.

16. Uniform and Laundry Allowance

- (i) Subject to subclause (iii) of this clause, sufficient suitable and serviceable uniforms, including one pair of shoes per annum which will be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket, will be supplied free of cost to each employee required to wear a uniform or part of a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied will not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, will return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms and shoes to an employee, an employer will pay the said employee the sum per week set in Item 10 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates for uniforms and the sum per week set out in Item 11 of the said Table 2 for shoes.
 - (b) In lieu of supplying a cardigan or jacket to an employee, an employer will pay the said employee the sum per week set out in Item 12 of Table 2.
 - (c) In lieu of supplying stockings to a female employee, an employer will pay the said employee the sum per week set out in Item 13 of Table 2.
 - (d) In lieu of supplying socks to an employee, the employer will pay the said employee the sum per week set out in Item 14 of Table 2.
- (iv) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 15 of Table 2 will be paid to the said employee. Provided that the payment of such laundry allowance will not be made to any employee on absences exceeding one week.

- (v) Where the employer requires any employee to wear headwear, the facility will provide headwear free of charge to the employee.
- (vi) The allowances referred to in subclause (iii) are also payable during any period of paid leave.

17. Higher Grade Duty

- (i) Subject to subclauses (ii), (iii) and (iv) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, will be entitled to receive for the period of relief or the period during which they so act the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this clause will not apply where the employee of the higher classification is off duty pursuant to clause 3, Hours of Work and Free Time of Directors of Nursing, except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of their additional day off duty as a consequence of working a 38 hour week.
- (iii) Further, the provisions of subclause (i) of this clause will not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to the said clause 3.
- (iv) Subject to subclauses (ii) and (iii) above, the provisions of subclause (i) will not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less

18. Overtime

- (i) Employees will work reasonable overtime when required by the employer.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (e) any other relevant matter.
- (iv) This subclause is subject to subclause (x) below.
 - (a) Subject to paragraph (b) of this subclause, all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work will be overtime and will be paid for at the rate of time and one-half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays will be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
 - (b) All time worked by employees pursuant to PART I - PERMANENT PART-TIME EMPLOYEES of clause 21 Part-time, Casual and Temporary Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned will be paid for at the rate of time and one-half for the first two

hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one-half.

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

- (v) The ordinary hours of work for Directors of Nursing will be 38 per week and will not, without payment of overtime at the rate of time and one-half, exceed:
 - (a) 43 hours in any week; or
 - (b) 86 hours in any fortnight; or
 - (c) 129 hours in any 21 consecutive days; or
 - (d) 172 hours in any 28 consecutive days.
- (vi) An employee required to work overtime following on the completion of their normal shift for more than two hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked, provided that the benefits of this subclause will not apply to an employee employed pursuant to PART I - PERMANENT PART-TIME EMPLOYEES of clause 21 Part-time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (viii) The meals referred to in subclauses (vi) and (vii) of this clause will be allowed to the employee free of charge. Where the facility is unable to provide such meals, the sum per meal set out Item 16 of Table 2 will be paid to the employee concerned.
- (ix) Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 2, Hours of Work and Free Time of Employees other than Directors of Nursing, will apply.
- (x) Employees who work so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day or shift,

will, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty, they will be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then will be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xi) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is

completed in less than four hours, the employee will be released from duty; provided that this subclause does not apply to a Director of Nursing.

- (xii) By agreement between the employee and employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
- (a) Time off in lieu of overtime must be taken at ordinary rates within three months of it being accrued.
 - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of the quality of service that would otherwise have been provided had the overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

19. Payment and Particulars of Salaries

- (i) All salaries and other payments will be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period will be deemed to be weekly.
- (ii) Employees will have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries will be deposited by facilities in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement will not apply where employees nominate accounts with non-bank financial institutions; but in such cases facilities will take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 37, Termination of Employment, will be paid all moneys due to them prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or their services are terminated without due notice, any moneys due to them will be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, will be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, the amount of the deductions made from the total earnings and the nature thereof.

20. Proportion

Except in cases of emergency, not more than four enrolled nurses and/or assistants in nursing to each registered nurse will be employed in a facility and for this purpose a Director of Nursing who is a registered nurse will

count; provided that the proportions specified by this clause may be altered in respect of any particular facility by agreement between the facility concerned and the New South Wales Nurses and Midwives' Association.

21. Part-Time, Casual and Temporary Employees

PART I - PERMANENT PART-TIME EMPLOYEES

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee. By agreement between employer and employee, the specified number of hours may be balanced over a week and/or a fortnightly period, provided that the average weekly hours will be deemed to be the specified number of hours for the purposes of accrual of annual leave, long service leave and sick leave. Provided further that there will be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this subclause.
- (ii) Employees engaged under Part I of this clause will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 6, Salaries, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 9, Special Allowances, 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 Allowance, but will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 2, Hours of Work and Free Time of Employees Other than Directors of Nursing.
- (iii) Four weeks annual leave on ordinary pay is to be granted on completion of each 12 months' service. The provisions of subclauses (iii) to (ix) of clause 22, Annual Leave, and clause 23, Annual Leave Loading, will apply to employees engaged under this Part of this clause. The remaining provisions of the said clause 22 will not apply.

Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave will be calculated on the basis of the proportion that the average number of hours worked each week bears to 38.

- (iv) A public holiday occurring on an ordinary working day will be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday will have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to their ordinary weekly rate. Such election will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment will be made for a minimum of four hours work, and any balance of the day or shift not worked will be paid at ordinary rates.
- (v) To the leave prescribed by subclause (iii) of this Part of this clause there will be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vi) For the purpose of this Part of this clause, the following are to be public holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (vii) In addition to those public holidays prescribed in subclause (iv) of this Part I of this clause, there will be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is agreed upon by the Association and Aged and Community Services Australia, and Leading Age Services Australia NSW-ACT. The foregoing does not apply in areas where, in each year:

- (a) a day in addition to the ten named public holidays specified in subclause (vi) of this Part of this clause are proclaimed and observed as a public holiday; or
 - (b) two half days in addition to the ten named public holidays specified in the said subclause (vi) are proclaimed and observed as half public holidays.
- (viii) In areas where in each year one half day in addition to the ten named public holidays specified in the said subclause (vi) is proclaimed and observed as a half public holiday, for the purposes of this award the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (ix) Employees engaged under this Part of this clause will be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

PART II - CASUAL EMPLOYEES

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 6, Salaries, and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 9, Special Allowances, plus ten per cent thereof, 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 Allowance.
- (iii) With respect to a casual employee, the provisions of clause 3, Hours of Work and Free Time of Directors of Nursing; clause 5, Rosters; clause 13, Expense Allowance for Directors of Nursing; clause 18, Overtime; clause 22, Annual Leave; clause 23, Annual Leave Loading; clause 24, Sick Leave; clause 25, Long Service Leave; clause 26, Compassionate Leave; clause 33, Deputy Director of Nursing and Assistant Director of Nursing; clause 35, Fares and Expenses, will not apply. Further, casual employees will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 2, Hours of Work and Free Time of Employees Other than Directors of Nursing.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944* (NSW).
- (v) For the entitlement to payment in respect of long service leave, see *Long Service Leave Act 1955* (NSW).
- (vi) A casual employee who is required to and does work on a public holiday as defined in subclauses (i) and (ii) of clause 15, Public Holidays, will be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee will not be entitled to be paid, in addition, the allowance of ten per cent prescribed in subclause (ii) of this Part in respect of such work.

PART III - TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set 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 unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times
- (ii) A temporary employee will be paid, in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to ten per cent of the rates prescribed for their classification by clause 6, Salaries, provided that this subclause will cease to apply upon:
 - (a) the said period of engagement being extended after the said period of 13 weeks;

- (b) the employer and the employee agreeing during the said period of 13 weeks that the employee will be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944* (NSW).

22. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each 12 months service as follows:
 - (a) Employees required to work on a seven-day basis - six weeks annual leave.
 - (b) All other employees - four weeks annual leave.
- (ii)
 - (a) An employee to whom paragraph (a) of subclause (i) of this clause applies and who is required to and does work on a public holiday will be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment will be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To the leave prescribed by paragraph (a) of subclause (i) there will be added one working day or one half working day for each special public holiday or half public holiday, not being one of the ten specifically named public holidays prescribed by subclause (i) of clause 15, Public Holidays (or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
 - (c) To the leave prescribed by paragraph (b) of subclause (i) of this clause there will be added one working day or one half working day for each public holiday or half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a full-time shift worker the provisions of this paragraph will apply to any public holiday falling during the period of annual leave.
- (iii)
 - (a) An employee will be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due or, if the employee has not previously had annual leave, since the commencement of employment.
 - (b) Credit of time towards an allocated day off duty will not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with paragraph (b) of subclause (ii) of this clause and paragraph (a) of subclause (iii) of clause 15, Public Holidays.
- (iv) Annual leave will be given and taken either in one consecutive period or two periods or, if the employer and employee so agree, in either three or four separate periods but not otherwise. Provided that no employee will be compelled to take annual leave in periods of less than one week in place of any other leave provided for by this award.
- (v)
 - (a) Annual leave will be given and will be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.

- (b) Nothing in this subclause will prevent an employer by agreement with the employee from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
 - (c) The employer will give each employee, where practicable, three months notice of the date upon which they will enter upon leave and, in any event, such notice will not be less than 28 days.
- (vi)
- (a) Each employee before going on leave will be paid for the period of the leave at the ordinary rate of salary to which they are entitled under this award. Where an employee has any period of permanent part-time employment during any 12-month qualifying period for annual leave, payment for such annual leave will be calculated on the basis of the proportion that the average number of hours worked each week bears to 38.
 - (b) An employee to whom paragraph (a) of subclause (i) applies will be paid during the first 28 consecutive days while on annual leave their ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave. Additional annual leave accrued under subclause (ix) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave. Provided that the provisions of the preceding paragraphs of this subclause will not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) of this clause and subclause (ii) of clause 15, Public Holidays.
- (vii) Except as provided in subclauses (viii) and (ix) of this clause, payment for annual leave will not be made or accepted in lieu of annual leave.
- (viii) Where the employment of an employee is terminated, the employee will be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one-twelfth (6/46 in respect of employees rostered to work on a seven-day basis) of their ordinary pay for that period of employment, together with payment for any days added to annual leave in accordance with subclause (iii) of the said clause 15.
- (ix)
- (a) In addition to the leave prescribed by subclause (i) of this clause, employees who work their ordinary hours on Sundays and/or public holidays prescribed by clause 15 are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes -

4 to 10	1 day additional annual leave
11 to 17	2 days additional annual leave
18 to 24	3 days additional annual leave
25 to 31	4 days additional annual leave
32 or more	5 days additional annual leave

Provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of their additional leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
 - (b) On termination of employment, employees are to be paid for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause, together with payment for any untaken annual leave due in accordance with subclause (viii) of this clause.

- (c) Permanent part-time employees will be entitled to the benefits of this subclause in the same proportion as their average weekly hours of work bear to full-time hours.

23. Annual Leave Loading

- (i) Before an employee is given and takes their annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer will pay the employee a loading determined in accordance with this clause.
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under paragraph (b) of subclause (i) and paragraph (c) of subclause (ii) of clause 22, Annual Leave, or in the case of permanent part-time employees, for the period of holiday given and taken and due to the employee in accordance with the provisions of the *Annual Holidays Act 1944* (NSW).
- (iii) The loading is the amount payable for the period or the separate periods, as the case may be, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, together with any allowances prescribed by subclauses (i) and (ii) of clause 9, Special Allowances.
- (iv) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said clause 22, to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iii) of this clause, applying the award rates and wages payable on that day.
- (v)
- (a) When the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, they will be paid a loading calculated in accordance with subclause (iii) of this clause for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (vi) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if they had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount will be paid to the employee in lieu of the loading.

24. Sick Leave

- (i) Subject to the following limitations and conditions, an employee will be entitled to 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.
- (a) An employee during their first year of employment with an employer will be entitled to sick leave at the rate of 7.6 hours at the end of each of the first five months continuous service. Upon completion of six months continuous service the employee will be entitled to a further 38 hours sick leave. For the purpose of this subclause, where service is continuous, each new entitlement will accrue at the monthly anniversary date of the commencement of employment, i.e., a person starting on 6 March would be entitled to their first 7.6 hours on 6 April.
- (b) An employee will not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer will pay to

an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause will, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.

- (c) All periods of sickness will be certified to by the Director of Nursing of the facility or by the employee's own legally qualified medical practitioner. The employer may dispense with the requirements of a medical certificate when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
- (d) Each employee will notify their employer of an absence from work due to illness or injury prior to the commencement of their rostered shift or as soon as practicable thereafter and will, as far as possible, inform the employer of the estimated duration of the absence.
- (ii) The employer will not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the 14 days immediately following the commencement of sick leave merely by reason of the fact that they are on sick leave.
- (iii) For the purpose of this clause, "service" means - service in the employment of an employer.
- (iv) For the purpose of this clause, continuity of service in the employment will not be broken by:
 - (a) absences from such employment on account of illness;
 - (b) absences from such employment for the purposes of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualifications whether in Australia or elsewhere) and where the course is pursued outside Australia an employee will be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course before returning to Australia and a period of one month after returning to Australia, provided that subclauses (iii) and (iv) will only apply to persons employed in facilities conducted by members of Aged & Community Services Australia.
- (v) Permanent Part-time Employees - A permanent part-time employee will be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of commencement of employment, whichever is the lesser, bears to 38 ordinary hours. Such entitlements will be subject to all the above conditions applying to full-time employees.
- (vi) With respect to an employee who is eligible for sick leave and who produces a satisfactory medical certificate to the effect that they have been incapacitated for a period of at least one week's duration while on annual leave, the employer may re-credit such employee with an equivalent period of annual leave, provided that no such re-crediting will be granted to an employee on leave prior to retirement, resignation or termination of services and provided further the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) Subject to the provision of a satisfactory medical certificate and sick leave being due, extended or long service leave will be re-credited where an illness of at least one week's duration occurs during the period of extended or long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.

25. Long Service Leave

- (i) For long service leave falling due prior to 20 February 1981, see *Long Service Leave Act 1955* (NSW).
- (ii) For long service leave falling due after 20 February 1981, the following provisions will apply:

(a)

- (i) Every employee after ten years' continuous service with the same employer will be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

Such leave will be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon as practicable" will mean that leave is taken by the employee within 12 months of the date that the leave falls due. The leave is to be taken in one continuous period unless the employer and employee agree otherwise.

Notwithstanding anything contained elsewhere in this clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the employer and employee may agree that the employee will be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

- (ii) Where the service of an employee with at least five years' service is terminated, the employee will be entitled to long service leave as follows:

For the first five years' service - one month.

For the next ten years' service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

- (b) Subject to paragraph (a) of this subclause, where an employee has acquired a right to long service leave, then:

- (i) If, before such leave has been entered upon, the employment of such employee has been terminated, such employee will be entitled to receive the monetary value of the leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
- (ii) If such employee dies before entering upon such extended leave, or if, after having entered upon the same, dies before its termination, their widow/widower or, in the case of a widow/widower leaving children, their children or their guardians or other dependent relatives or their legal representatives, will be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

- (c) For the purpose of this clause:

- (i) Continuous service in the same facility prior to the coming into force of this award will be taken into account.
- (ii) One month equals four and one-third weeks.
- (iii) Continuous service will be deemed not to have been broken by:

- (1) absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - (2) any period of absence on leave without pay not exceeding six months.
- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave will be debited against the amount of leave due under this award.
 - (e) Except where the total actual service is less than five years -
 - (i) all service in facilities to which subclause (i) of clause 11, Climatic and Isolation Allowance, applies will be counted as one and one-half times the actual time served;
 - (ii) all service in a facility to which subclause (ii) of the said clause 11 applies will be counted as twice the actual time served.
 - (f) Any period(s) of part-time employment with the same employer will count towards long service leave as provided for in paragraphs (a) and (e) of this subclause. Such long service leave will be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.
 - (g) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day will be taken on the next working day immediately following the period of long service leave.

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

26. Compassionate Leave

- (i) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where a member of the staff of a facility is forced to absent himself/herself from duty because of urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee rather than the employer to make good, should be covered by the grant of leave without pay or, if the employee so desires, charged against their annual leave credit.
- (iii) The following basic principles should be kept in mind when dealing with applications:
 - (a)
 - (i) An employee, other than a casual employee, will be entitled to a maximum of two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (iii) of this paragraph. Provided that, where the employee is involved in funeral arrangements, travelling, etc., leave may be allowed for up to three days.
 - (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
 - (iii) Compassionate leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.

- (iv) An employee will not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
 - (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 28. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (b) Illnesses in the family - Except in very special circumstances, leave with pay should be limited to one day which, as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.
- (iv) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g., floods and bushfires, which clearly prevent attendance for duty.
 - (v) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements set out in subparagraph (ii) of paragraph (a) of subclause (iii) of clause 26, Compassionate Leave, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave.
 - (b) The employer and the employee will 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 clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (vii) The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

27. Parental Leave

- (i) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) 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.
- (iii) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraph (ii) of paragraph (a) of subclause (iii) of clause 27, Parental Leave and subparagraph (iii) of (a) of subclause (iii) of clause 27, Parental Leave must be recorded in writing

- (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (iii) of paragraph (a) of subclause (iii) of clause 27, Parental Leave, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (iv) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employer will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

28. Personal/Carer's Leave

- (i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in set out in subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at

clause 24, Sick Leave of this award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (b) The employee will, 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, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) 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
 - (3) 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
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (a) "relative" means - a person related by blood, marriage or affinity;
 - (b) "affinity" means - a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means - a family group living in the same domestic dwelling.
 - (d) An employee will, 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 will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 46, Resolution of Disputes, should be followed.

- (ii) Unpaid Leave for Family Purpose
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave above who is ill or who requires care due to an unexpected emergency.
- (iii) Annual Leave
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) 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.
- (iv) Time Off in Lieu of Payment for Overtime
 - (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of subclause (xii) of clause 18, Overtime, the following provisions will apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12-month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee will be paid overtime rates in accordance with this award.
- (v) Make-up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in 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 ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Additional Rostered Days Off
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to this award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (vii) Personal Carers Entitlement for casual employees -
- (a) Subject to the evidentiary and notice requirements in paragraph (b) of subclause (i) of clause 28, Personal/Carer's Leave and paragraph (d) of subclause (i) of clause 28, Personal/Carer's Leave 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 subparagraph (ii) of paragraph (c) of subclause (i) of 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 will 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 clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (viii) The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

29. Staff Amenities

- (i) The employer will provide for the use of employees:
 - (a) toilet facilities; provided that this provision will not apply to a facility the registered number of beds of which is less than nine;
 - (b) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee.
- (ii) An employer will provide for employees morning and afternoon tea, supper and early morning tea (which will include tea or coffee, together with milk and sugar).
- (iii) Where an employee requests, the employer will provide an employee with meals of a reasonable standard. The employer may make a charge, provided that the charge for breakfast will be the sum set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and the sum set out in Item 18 of the said Table 2 for other meals.
- (iv) The charges referred to in subclause (iii) of this clause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs (not indirect costs).

30. Labour Flexibility

- (i) Nurses will not be required to perform as a matter of routine duties: washing, sweeping, polishing and/or dusting of floors, walls, windows, corridors, annexes, bathrooms or verandas, except in an emergency.

- (ii) Nothing in subclause (i) of this clause will preclude the employment of nurses in the washing of beds, bedspreads, mattresses, bedside tables or the like, following the discharge of a patient suffering a notifiable infectious disease.
- (iii) Nothing in subclause (i) of this clause will preclude any nurse from being required to perform all or any of the specified duties, at any time when domestic staff is not available to perform them; provided that the employer has made all reasonable efforts to obtain domestic staff.
- (iv) Subject to subclause (i) of this clause, an employer may direct a nurse to carry out such duties as are within the limits of the nurse's skill, competence and training. Such duties may include work which is incidental or peripheral to the nurse's main tasks, provided that such duties are not designed to promote deskilling.

Any employer may direct a nurse to carry out duties and use such equipment as may be required, provided that the nurse has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer will be consistent with the employer's responsibility to provide a safe and healthy working environment for nurses and the employer's duty of care to residents.

- (v) Assistants in Nursing may be employed under this award to perform mixed functions, provided that:
 - (a) The primary duties performed by the Assistant in Nursing, being the delivery of direct care to residents, occupy no less than the majority of the hours for which they are employed in any 28 day cycle.
 - (b) The Assistant in Nursing will be paid at the appropriate rate for an Assistant in Nursing for all work performed for their employer in that classification.
 - (c) An Assistant in Nursing will not be required to perform mixed functions where the employer does not provide adequate staff to ensure that the level of the quality of the service that would have otherwise been provided if the Assistant in Nursing did not perform mixed functions, is in fact provided.
 - (d) Subject to paragraph (a) of this subclause, an Assistant in Nursing may perform duties associated with a resident's well being and comfort, including functions of a laundry, kitchen or other personal support nature.

31. Medical Examination of Nurses

On commencement of employment the employee will be notified of the availability of the following provisions, which the employer will provide at the request of the employee:

- (i) For protection against tuberculosis:
 - (a) Before a nurse commences duty, a PA chest x-ray examination of the nurse, unless a radiologist's report of a normal chest x-ray taken within the previous six months is available.
 - (b) As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then -
 - (i) where the Mantoux test is negative, immunisation with BCG vaccine;
 - (ii) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
 - (c) A Mantoux test annually to -
 - (i) previously Mantoux-negative nursing staff;
 - (ii) nursing staff whose Mantoux reaction has been converted by BCG vaccination.

- (d) A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).
- (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
- (ii) For protection against other communicable diseases:
 - (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
 - (b) booster immunisation against tetanus at ten-year intervals;
 - (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
- (iii) For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- (iv) The costs involved in the various screening and protection procedures should be borne by the employer.

32. Escort Duty

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, in other words, in attendance on a patient, will be paid as working time under this award. Where applicable, overtime will be payable.
- (ii) All reasonable out-of-pocket expenses will be reimbursed.
- (iii) Rostered time will be paid as such, even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties -
 - (a) Periods in hotel/motel accommodation or waiting for transport will not be counted as working time.
 - (b) Periods travelling will count as working time.

33. Deputy Director of Nursing and Assistant Director of Nursing

- (i) Subject to subclause (ii) of this clause, the following appointments will be made in nursing homes with daily averages of occupied beds as specified hereunder:

Less than 150 beds - a Deputy Director of Nursing.

150 beds and over - a Deputy Director of Nursing and Assistant Director of Nursing.
- (ii) There is no requirement to appoint a Deputy Director of Nursing in nursing homes of 40 beds and under in the following circumstances:
 - (a) the registered nurses at the nursing home are all given the same duties and no registered nurse is delegated Deputy Director of Nursing duties; and
 - (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

Provided that no Deputy Director of Nursing employed as at 16 December 1994 will be dismissed or demoted from that position as a result of the implementation of this subclause.

- (iii) Where a decision is made, pursuant to subclause (ii) of this clause, not to appoint a Deputy Director of Nursing, the employer will notify the Association in writing of that decision within 14 days and must certify that the requirements of paragraphs (a) and (b) of subclause (ii) have been met.
- (iv) In the event of a dispute arising as to the operation of this clause, the procedures set out in clause 46, Resolution of Disputes, will be followed.
- (v) Appointments under subclause (i) of this clause will be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the general nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the nursing home will be deemed to be appointed until such time as another appointment is made by the nursing home.
- (vi) This clause will not apply to a nursing home using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.
- (vii) This clause will not apply to a nursing home which is owned by two or more registered nurses who are actively engaged as Directors of Nursing in the running of the nursing home.

34. Nursing Unit Managers

No person appointed to any level of the former classification of Nursing Unit Manager as at 1 March 1999 will be dismissed or demoted as a result of the deletion of that classification from this award. Provided that the salary rates appearing under that classification in Table 1 - Salaries, of Part B, Monetary Rates, are to be payable, on a strictly personal basis, only to those persons appointed to such positions as at 1 March 1999.

35. Fares and Expenses

- (i) An employee required to travel in the performance of duty will be reimbursed first class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (ii)
 - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months will be reimbursed forward fares from the place of engagement, provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
 - (b) An employee who is engaged for an indefinite period, and who is dismissed within six months for any reason other than misconduct or inefficiency, will be reimbursed forward fares from the place of engagement, provided that the distance of normal travel there from to the employment exceeds 40 kilometres, and will also be reimbursed return fares to such place of engagement or the employee's immediate destination, whichever is the cheaper.
- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, will be reimbursed forward fares from the place of engagement, provided that the distance of normal travel there from to the employment exceeds 40 kilometres, and will also be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Fares within the meaning of this clause will include only fares incurred in respect of travel within New South Wales.
- (v) An employee who claims reimbursement of fares pursuant to this clause will furnish to the employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

36. Registration or Enrolment Pending

- (i) A registered nurse or enrolled nurse who has trained outside New South Wales will be paid as a registered nurse or enrolled nurse as from the date they are notified that they are eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that they make application for registration within seven days after being so notified.
- (ii) They notify the employer as soon as possible after they have applied.

37. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee will be terminated only by notice or by the payment of salary in lieu thereof other than a Director of Nursing, as follows;

Period	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

In the case of a Director of Nursing payment of salary in lieu thereof notice period can be made, except that where the employment of a Director of Nursing is terminated within 13 weeks of their engagement, there will be given 14 days notice or the payment of 14 days salary in lieu thereof.

- (ii) No employee will, without the consent of the employer, resign without having given seven days' notice (or, in the case of a Director of Nursing, 28 days' notice) of the intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances will the employee other than the Director of Nursing forfeit more than seven days' pay and the Director of Nursing more than 28 days' pay at the rates prescribed for their classification by clause 6, Salaries.
- (iii) Statement of Employment

Upon the termination of the services of an employee, the employer will furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer will provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.

- (iv) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid for such accrued time as ordinary rate of pay upon termination.

38. Award Benefits to be Continuous

- (i) In the event of any change of ownership, licensee or management of any facility covered by this award, all employee rights and benefits provided by this award will continue as if no such change in ownership, licensee or management had taken place, and no employee will be dismissed for the reason of such change.
- (ii) Where such changes do occur, no employee will be paid out for accrued annual leave, long service leave or any other benefits, but such benefits will be continuous.
- (iii) No employee, full-time or part-time, will have their employment terminated or be required to take leave without pay where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this award.

39. Special Provisions Relating to Trainee Enrolled Nurses

- (i) Where a trainee enrolled nurse has transferred from one training school to another, the time allowed by the Board in the first training school will be counted in computing salary.
- (ii) A trainee enrolled nurse, who is absent from training for not more than two weeks, exclusive of annual leave, in any period of 12 months training will, for the purpose of annual increase in salary under clause 6, Salaries, be deemed to have completed the particular year of training 12 calendar months after the commencement thereof notwithstanding such absence, but if absent for more than the aforesaid time in any such period, the particular year of training will not be deemed to have been completed until the employee has served the actual period of excess of such time.

40. Trainee Enrolled Nurse

- (i) Objective:

The objective of this clause is to assist with the establishment of a system of traineeships for Trainee Enrolled Nurses, which provides approved training in conjunction with employment and which is to be at the same AQF level as the existing Certificate IV course.

- (ii) Application:

- (a) This clause applies only to the employment of Trainee Enrolled Nurses undertaking Certificate IV in Nursing whilst performing the duties of a Trainee Enrolled Nurse.

- (b) The system is neither designed nor intended for those who are already trained and job ready.

- (iii) Definitions:

"Structured Training" means - training which is specified in the Training Plan, which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority.

"Trainee" is an individual who is signatory to a Training Contract registered with the relevant NSW Training Authority and is involved in paid work and structured training both on and off the job. A trainee can be full time, part time or school-based.

"Traineeship" means - a system of training, which has been approved by the relevant NSW Training Authority and includes full time traineeships and part time traineeships including school-based traineeships.

"Training Contract" means - a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

"Training Plan" means - a programme of training which forms part of a Training Contract registered with the relevant NSW Training Authority.

"Relevant NSW Training Authority" means - the Department of Education, or successor organisation.

"School Based Trainee Enrolled Nurse" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a Traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority, NSW Board of Studies and NSW Nurses Registration Board as such.

(iv) Training Conditions

- (a) The employer will provide a level of registered nurse supervision during the traineeship period in accordance with the training contract.
- (b) Trainee Enrolled Nurses will not be required to perform the duties of registered or enrolled nurses in the event of absenteeism. In the event that a registered or enrolled nurse needs to be replaced, existing staff including casuals will be offered the shift, or agency staff will be used.
- (c) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority. Training records or work books may be utilised as part of this monitoring process.
- (d) A Traineeship will not commence until the relevant Training Contract has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

(v) Full Time, Part Time Traineeships

A full time Trainee Enrolled Nurse will be engaged as a full-time employee for a maximum of one year's duration.

A part time Trainee Enrolled Nurse will be engaged as a part time employee for a maximum of two years' duration.

A Trainee Enrolled Nurse who undertakes a Traineeship on a part-time basis works less than full-time ordinary hours and will undertake the approved training at the same or lesser training time than a full-time trainee.

(vi) Employment Conditions

- (a) A Trainee Enrolled Nurse will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (b) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training. Any agreement to vary will be in accordance with the relevant Traineeship.
- (c) Where the trainee completes the qualification in the Training Contract earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement.
- (d) A traineeship will not be terminated before its conclusion except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW) or by mutual agreement.
- (e) An employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship will notify, in writing, the relevant NSW Training Authority of their decision.
- (f) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend training in accordance with the Traineeship Agreement.
- (g) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such employment period will be counted as service for the purposes of this award or any other legislative entitlement.
- (h) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.
 - (i) No Trainee Enrolled Nurses will work overtime or shiftwork unless under the direct supervision of a registered nurse.

- (ii) No Trainee Enrolled Nurse will work shiftwork unless the parties to a Traineeship agree that such shiftwork makes satisfactory provision for structured training.
- (iii) Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainee Enrolled Nurses.
- (iv) No Trainee Enrolled Nurse will be rostered to work a shift any less than 8 hours prior to attending off the job training requirements, or any less than 8 hours after having completed off the job training requirements.
- (i) The Trainee Enrolled Nurse wages will be in accordance with Table 1 - Salaries, of Part B, Monetary Rates and will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
- (j) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments
- (k) All the terms and conditions of this award or former industrial agreements that are applicable to the Trainee Enrolled Nurse will apply unless specifically varied by this clause.

41. Trainee Assistant in Nursing

- (i) Application
 - (a) This clause will apply subject to the paragraph (b) to persons who are undertaking training as an assistant in nursing under a Traineeship (as defined).
 - (b) Notwithstanding the foregoing, clause 41, Trainee Assistant in Nursing, will not apply to employees who were employed under this award or awards that previously covered these employees, prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the relevant union(s).
 - (c) This clause does not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998 or in an award that binds the employer.
 - (d) For the removal of any doubt, this clause only applies to the employment of Trainees as trainee assistants in nursing.
 - (e) At the conclusion of the traineeship, this clause will cease to apply to the employment of the trainee and general provisions under this award will apply to the former trainee.

- (ii) Objective

The objective of clause 41, Trainee Assistant in Nursing is to assist with the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees. It is intended to apply only to the employment of Trainees as assistants in nursing. Except as provided for in subclause (iv) of clause 41, Trainee Assistant in Nursing nothing in this clause will be taken to replace the prescription of training requirements in this award.

- (iii) Definitions

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* (NSW), or any successor legislation.

"Relevant NSW Training Authority" means the Department of Education, or successor organisation.

"School Based Trainee" means a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

"Structured Training" means that training which is specified in the Training Plan, which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off the job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a traineeship approved by the relevant NSW Training Authority and leads to a qualification as set out in paragraph (f) of subclause (iv) of clause 41, Trainee Assistant in Nursing.

"Trainee" means an employee, employed for training as an assistant in nursing, who is bound by a Training Contract made in accordance with this award.

"Traineeship" means a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

"Training Plan" means a programme of training which forms part of a Training Contract registered with the relevant NSW Training Authority.

"Year 10" means for the purposes of this award any person leaving school before completing Year 10 will be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee will attend an approved training course or training programme prescribed in the Training Contract or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship.
- (b) A Traineeship will not commence until the relevant Training Contract, has been signed by the employer and the Trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Training Contract is not in a standard format a Traineeship will not commence until the Training Contract has been registered with the relevant NSW Training Authority.
- (c) The employer will ensure that the Trainee is permitted to attend the training course or programme provided for in the Training Contract and will ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer will provide a level of supervision in accordance with the Training Contract during the traineeship period.
- (e) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.
- (f) Training will be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Qualification Framework Level 1 qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

- (ii) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these)
- (v) Employment Conditions
- (a) A Trainee will be engaged as a full-time employee for a maximum of one year's duration or a part time trainee for a maximum period of 2 years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship will be thirty six months.
 - (b) A Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
 - (c) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship .
 - (d) Where the trainee completes the qualification, in the Training Contract, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.
 - (e) An employer will not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and the relevant NSW Training Authority in accordance with the Training Contract or the *Apprenticeship and Traineeship Act 2001* (NSW).
- An employer who chooses not to continue to the employment of a Trainee upon the completion of the traineeship will notify, in writing, the relevant NSW Training Authority of their decision.
- (f)
 - (i) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.
 - (ii) No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this award.
 - (iii) No Trainee will work shiftwork unless the parties to this award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (iv) The Trainee wages will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award, unless otherwise agreed by the parties to a Traineeship.
 - (g) All other terms and conditions of this award or other industrial instruments that are applicable to the Trainee or would be applicable to the Trainee but for clause 41, Trainee Assistant in Nursing, will apply unless specifically varied by this clause.
 - (h) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments.
 - (i) The trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend Structured Training in accordance with the Training Contract.

- (j) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period will be counted as service for the purposes of this award or any other legislative entitlement.
- (vi) Wages
- (a)
- (i) The weekly wages payable to trainees are as provided in Table 4 - Wages - Trainees, of Part B, Monetary Rates, and in accordance with subclause (v), Employment Conditions.
- (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in clause 41, Trainee Assistant in Nursing.
- (iii) The wage rates prescribed by this clause do not apply to the complete trade level training which is covered by the apprenticeship system.
- (b) The wage rates have been determined, having regard to the following criteria:
- (i) the agreement of the parties;
- (ii) the nature of the industry;
- (iii) the total training plan;
- (iv) recognition that training can be undertaken in stages;
- (v) the exit skill level in this award contemplated by the traineeship.
- (c) For the purposes of the said Table 4, "out of school" will refer only to periods out of school beyond Year 10, and will be deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
- (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date, being 1 January in each year.
- (d) At the conclusion of the traineeship, clause 41, Trainee Assistant in Nursing, ceases to apply to the employment of the trainee and general provisions within this award will apply to the former trainee.
- (vii) Part-Time Employees

This subclause will apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

- (a) The wage rate will be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

$$\frac{\text{trainee hours - average weekly training time}}{\text{Full-time wage rate}} \quad \times \quad 30.4^*$$

*NOTE: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e., 20%). A pro rata adjustment would need to be made in the case where ordinary full-time hours were not 38.

- (b) "Full-time wage rate" means the appropriate rates as set out in Table 4 - Wages -Trainees, of Part B and School Based Traineeships in Table 5 of Part B
- (c) "Trainee hours" will be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeships specified in the traineeship contract or training contract as follows:

$$\frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE 1:

7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro rata adjustment would need to be made in the case where ordinary full-time hours were not 38.

NOTE 2:

The parties note that the training contract will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- (e) A part-time trainee will receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of clause 41, Trainee Assistant in Nursing will apply to part-time trainees except as specified in this -subclause.
- (f) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
- (g) The minimum engagement periods specified in this award will also be applicable to part-time trainees.

EXAMPLE

Example of the calculation for the wage rate for a part-time traineeship:

A school student (year 10) commences a traineeship in Year 11 (plus one year out of school).

The ordinary hours of work in this award is 38. The Training Contract specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is, therefore, $7.6 \times 12/24 = 3.8$ hours

"Trainee hours" totals 15 hours. These are made up of 11 hours' work, which is worked over two days of the week, plus 1 1/2 hours on-the-job training, plus 2 1/2 hours off-the-job approved training at school and at a Registered Training Organisation.

So the wage rate for a school leaver, plus one year out of school is:

$\$187 \times (15) = \68.90 plus any applicable penalty rates under the award.

3.8)
30.4

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" changes.

(viii) School Based Traineeships

- (a) School-Based Trainees will not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- (b) For the purposes of clause 41, Trainee Assistant in Nursing, a School-Based Trainee will become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
- (c) An Employer will not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant NSW Training Authority in accordance with the Training Contract or the *Apprenticeship and Traineeship Act 2001 (NSW)*.

An Employer who chooses not to continue the employment of a Trainee upon the completion of the traineeship will notify, in writing, the relevant NSW Training Authority of their decision.

- (d) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Contract
- (e) Where the employment of a Trainee by an Employer is continued after the completion of the Traineeship period, such Traineeship period will be counted as service for the purposes of this award or any other legislative entitlements.
- (f) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
- (g) No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this award.
- (h) No Trainee will work shiftwork unless the parties to this award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (i) The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award, unless otherwise agreed by the parties to a Traineeship.
- (j) All other terms and conditions of this award that are applicable to the Trainee or would be applicable to the Trainee but for this clause will apply unless specifically varied by this clause.
- (k) A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments.

42. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996 (NSW)*.

43. Redundancy

(i) Application

- (a) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause 37, Termination of Employment.
- (b) Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (d) Clause 43, Redundancy, will apply to all full-time and part-time employees in classifications listed in Part B, Monetary Rates, Table 1 - Salaries.

(ii) Redundancy

Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause (i) of clause 52, Introduction of Change, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Notice

(a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (a) of subclause (i) of clause 52, Introduction of Change.

- (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks

5 years and over	4 weeks
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- (ii) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (i) of the said clause 52.

- (i) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time Off during the Notice Period

- (i) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving during the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(e) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(f) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(g) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of the said clause 52, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(iv) Severance Pay

(a) Where the employment of an employee is to be terminated pursuant to this clause, subject to any further order of the Industrial Relations Commission of New South Wales pursuant to paragraphs (b) or (c) of subclause (iv) of clause 43, the employer will pay the following severance pay in respect of a continuous period of service.

(i) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(ii) Where an employee is 45 years of age or over, the entitlement will be in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances specified in paragraph (iv) of this subclause paid in accordance with the award covering the wages and conditions of the employee.

(iv) For the purposes of this clause, the following allowances in paragraphs (a) and (b) of subclause (i) of clause 9, Special Allowances, and subclauses (i) and (ii) of clause 11, Climatic and Isolation Allowance.

(v) A "week's pay" for a particular employee will be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (i) and (ii) of this subclause.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of subclause (iv) of clause 43, Redundancy.

The Commission will have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of subclause (iv) of clause 43 Redundancy, if the employer obtains acceptable alternative employment for an employee.

- (v) Upon the termination of the services of an employee, the employer will furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer will provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.
- (vi) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid for such accrued time as ordinary rate of pay upon termination.
- (vii) Savings Clause

Nothing in this clause will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

44. Attendance at Meetings and Fire Drills

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), contained within the NSW Health Policy Directive PD2010_024 - Fire Safety in Health Care Facilities, will be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. Such time spent in attendance will not be viewed as overtime for the purposes of this award.
- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative will, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. Such time spent in attendance will not be viewed as overtime for the purposes of this award.
- (iii) For the purposes of this clause, "ordinary rate" will include amounts payable under clause 6, Salaries, subclauses (i) and (ii) of clause 9, Special Allowances, and clause 11, Climatic and Isolation Allowance, plus, where appropriate, the ten per cent loading prescribed in clause 21, Part-time, Casual and Temporary Employees, for employees engaged otherwise than as a full-time or permanent part-time employee.

45. Training for Nurses

- (i) Each employer will provide a minimum of 12 hours of in-service training per annum to Assistants in Nursing.
- (ii) Each employer may make training available to nurses other than Assistants in Nursing.

- (iii) Each employee will provide to their employer details of their attendance at in-service training and the employer will keep a record of this attendance.
- (iv) Upon termination of the employee's employment the employer will provide to the employee a written statement of the hours of in-service training attended by the employee.
- (v) Where practicable, such training will be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
 - (a) Employees will attend in-service training outside their normal rostered working hours when required to do so by the employer.
 - (b) An employer will provide employees with two weeks notice of the requirement to attend training outside of their normal rostered working hours.
 - (c) Notwithstanding clause 18, Overtime, attendance at such training will be paid at ordinary rates.
 - (d) Notwithstanding subclause (iv) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, attendance at such in-service training outside the normal rostered working time of an employee will not affect the ordinary rate paid to the employee during normal rostered working time.

46. Resolution of Disputes

Grievances and disputes will be dealt with in the following manner:

- (i) The employee is to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for discussions and state the remedy sought. This meeting will take place within two working days of the issue arising (weekends and public holidays excepted).
- (ii) If agreement is not reached, the matter will then be referred by either party to a higher authority (where this exists) no later than three working days after subclause (i) above (weekends and public holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing the proposed remedy.
- (iii) Failing settlement of the issue at this level, the matter will be submitted to a committee consisting of not more than four members, two of whom will be appointed by the facility concerned (and for the purpose of this subclause the facility may ask their employer organisation to assist) and two by the Association.
- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work will be applied.
- (v) The Association reserves the right to vary this procedure where it is considered a safety factor is involved.
- (vi) This clause will not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996* (NSW).

47. 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* (NSW) 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* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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* (NSW);
 - (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 legislation referred to in this clause.

NOTES -

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) 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".

48. Enterprise Arrangements

PART 1 - PARTIES

- (i) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
- (ii) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise will, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
 - (a) A majority of employees affected genuinely agree.
 - (b) Such arrangement is consistent with the current State Wage Case principles.
- (iii)
 - (a) Before any arrangement requiring variation to the award is signed and processed in accordance with Part 2 of this clause, details of such arrangements will be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14

days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection.

- (b) When an objection is raised, the parties are to confer in an effort to resolve the issue.

PART 2 - PROCEDURES TO BE FOLLOWED - SUCH ENTERPRISE ARRANGEMENTS WILL BE PROCESSED AS FOLLOWS

- (i) All employees will be provided with the current prescriptions (e.g., award, industrial agreement, enterprise agreement or enterprise arrangement) that apply at the place of work.
- (ii)
- (a) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement will be committed to writing.
- Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement will be committed to writing.
- (b) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (iii) The arrangement will be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
- (iv) Where an arrangement is objected to in accordance with paragraph (a) of subclause (iii) of Part 1 of this clause and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
- (v) The union and/or the employer association will not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vi) If no party objects to the arrangement, then a consent application will be made to the Industrial Relations Commission to have the arrangement approved and the award varied in the manner specified in subclause (vii). Such applications are to be processed in accordance with the appropriate State Wage Case principles.
- (vii) Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), will be set out in a schedule to the award.
- (viii) Such arrangement when approved will be displayed on a notice board at each enterprise affected.
- (ix) No existing employee will suffer a reduction in entitlement to earnings, award or over award, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

49. Exemptions

- (i) This award will not apply to members, novices or aspirants of religious orders in any facility.
- (ii) Clause 51, Superannuation, will apply to all persons employed as nurses or in accordance with the profession of nursing in the State of New South Wales excluding the County of Yancawinna.

50. Secure Employment

(i) Objective of this clause

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

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a) upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
- (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Work Health and Safety
- (a) For the purposes of this subclause, the following definitions will apply:
 - (i) 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.
 - (ii) 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.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) 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
 - (iv) 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.
 - (c) Nothing in clause 50(iii) 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* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).
- (iv) Disputes Regarding the Application of this clause
- Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (NSW) (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by relevant federal bodies.

51. Superannuation

(i) Superannuation Legislation

- (a) The subject of superannuation is dealt with extensively by federal legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, will govern the superannuation rights and obligations of the parties.

(ii) Contribution

- (a) The employer will make, in respect of qualified employees, legislated superannuation contributions currently set at 10% of ordinary-time earnings into an approved fund. Such contributions will be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions will be remitted at the time that employees receive their annual group certificate.
- (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of them will be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer will not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- (c) Where no such nomination is made before any such contributions become payable, the contribution referred to in subclause (a) of this clause will be paid to the approved fund for that place of employment.

(iii) Salary Sacrifice to Superannuation

- (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under this award. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation will be offered to employees by mutual agreement between the employee and employer.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50.00). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, will be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.
- (h) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one month's notice. The employer has the right to withdraw from

offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.

- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation will be calculated by reference to the salary which would have applied to the employee this award in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee will have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
- (l) Nothing in this clause will affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

52. Introduction of Change

(i) Employer's Duty to Notify

- (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(ii) Employer's Duty to Discuss Change

- (a) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (i).
- (c) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

53. Area, Incidence and Duration

- (i) This award is made pursuant to section 10 and 11 of the *Industrial Relations Act* 1996 (NSW) and rescinds and replaces the reviewed Nursing Homes, &c., Nurses' (State) Award published 24 January 2020, the Nurses' (Private Sector) Training Wage (State) Award published 27 January 2012, the reviewed Nurses (Private Sector) Superannuation (State) Award published 24 January 2020, and the reviewed Nurses (Private Sector) Redundancy (State) Award published 21 February 2020.

This award combines the above awards by mirroring as closely as possible the contents of those awards into a new, consolidated, award.

The changes made to the award are pursuant to section 19(6) of the *Industrial Relations Act 1996* (NSW) take effect on 8 October 2021 for a nominal period of 1 year. This award remains in force until varied or rescinded

- (ii) It will apply to persons engaged in the industry of nursing as defined herein within the State of New South Wales, within the jurisdiction of the Private Hospital, Day Procedure Centre, Nursing Home, &c., Nurses' (State) Industrial Committee, which includes as part of its coverage the following:

Trained nurses, Trainees and Assistants in Nursing and all persons employed as nurses in the industry and calling of nursing and employed in or in connection with a residential aged care facility.

- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2019, State Wage Case 2020, and State Wage Case 2021. These adjustments may be offset against:
- (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first full pay period on or after 1 September 2023.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	SWC 2022 4.6% FFPP 1/9/2022	SWC 2023 FFPP 1/9/2023
Assistant in nursing/trainee enrolled nurse		
First year of experience	911.70	1,074.30
Second year of experience	939.80	1,091.10
Third year of experience	968.40	1,108.60
Thereafter	997.70	1,144.20
Enrolled nurse		
First year of experience	1,112.50	1,256.14
Second year of experience	1,135.30	1,281.22
Third year of experience	1,159.60	1,307.42
Fourth year of experience	1,183.40	1,333.12
Thereafter	1,207.40	1,358.64
Registered nurse general, MR Psych., Infants, geriatric, midwifery		
First year of service	1,256.60	1,410.50
Second year of service	1,323.40	1,480.34
Third year of service	1,389.90	1,550.64
Fourth year of service	1,461.20	1,626.12
Fifth year of service	1,532.10	1,701.96
Sixth year of service	1,602.90	1,778.08
Seventh year of service	1,684.10	1,859.28
Eighth year of service	1,751.60	1,936.28
Nursing unit manager (personal to current occupants as at 1 March 1999)		
Level 1		

First year	1,939.50	2,145.08
Second year	1,993.40	2,202.78
Level 2	2,045.30	2,258.48
Level 3	2,094.50	2,311.10
Nurse undergoing pre-registration Assessment	1,087.60	1,216.80
Clinical nurse specialist	1,822.30	1,987.22
Clinical nurse consultant	2,146.70	2,352.28
Clinical nurse educator	1,822.30	2,027.88
Nurse educator		
First year	1,939.40	2,144.98
Second year	1,993.40	2,202.78
Third year	2,041.30	2,254.48
Fourth year	2,146.70	2,363.30
Senior nurse educator		
First year	2,198.00	2,432.84
Second year	2,242.30	2,493.86
Third year	2,315.90	2582.28
Assistant director of nursing		
Less than 150 beds	1,993.40	2,228.24
150-250 beds	2,146.70	2,398.26
250 beds and over	2,198.00	2,464.38
Deputy director of nursing		
Less than 20 beds	2,033.10	2,267.94
20 beds, less than 75 beds	2,084.70	2,336.26
75 beds, less than 100 beds	2,132.30	2,398.68
100 beds, less than 150 beds	2,176.90	2,443.28
150 beds, less than 200 beds	2,242.20	2,508.58
200 beds, less than 250 beds	2,315.90	2,582.28
250 beds, less than 350 beds	2,401.50	2,667.88
350 beds, less than 450 beds	2,486.00	2,752.38
450 beds, less than 750 beds	2,577.20	2,843.58
750 beds and over	2,675.70	2,942.08
Director of nursing		
Less than 25 beds	2,269.60	2,506.72
25 beds, less than 50 beds	2,401.50	2,650.78
50 beds, less than 75 beds	2,452.20	2,718.58
75 beds, less than 100 beds	2,502.60	2,785.32
100 beds, less than 150 beds	2,573.80	2,885.78
150 beds, less than 200 beds	2,658.90	3,000.14
200 beds, less than 250 beds	2,743.40	3,084.64
250 beds, less than 350 beds	2,845.30	3,186.54
350 beds, less than 450 beds	3,015.30	3,356.54
450 beds, less than 750 beds	3,188.40	3,529.64
750 beds and over	3,386.60	3,727.84

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	1/9/2022	1/9/2023	Period
1	In Charge of Nursing Home	9(i)(a)			
	(a) less than 100 beds		31.16	32.95	per shift
	(b) 100 beds and less than 150 beds		50.15	53.03	per shift
2	In Charge of ward/unit	9(i)(b)	31.16	2.95	per shift
3	On Call	9(ii)(a)	27.75	29.35	per 24 hours or part thereof
4	On Call on rostered days off		9(ii)(b)	55.50	58.69
5	On Call During Meal Break	9(ii)(c)	15.02	15.88	per shift
6	Travelling Allowance	9(ii)(d)	0.86	0.91	per km
7	Climatic Allowance	11(i)	5.75	6.08	per week
8	Isolation Allowance	11(ii)	11.13	11.77	per week
9	Expense Allowance for DON's	13			
	less 100 beds		312.49	330.46	per annum
	100 - 299 beds		623.67	659.53	per annum
	300 - 499 beds		936.18	990.01	per annum
	over 500 beds		1249.09	1320.91	per annum
10	Uniforms	16(iii)(a)	8.38	8.86	per week
11	Shoes	16(iii)(a)	2.59	2.74	per week
12	Cardigan or Jacket	16(iii)(b)	2.52	2.66	per week
13	Stockings	16(iii)(c)	4.36	4.61	per week
14	Socks	16(iii)(d)	0.87	0.92	per week
15	Laundry	16(iv)	7.01	7.41	per week
16	Meal on Overtime	18(vi)	12.34	13.05	per week
17	Breakfast	29(i)(c)	4.62	4.89	per week
18	Other Meals	29(i)(c)	8.37	8.85	per week

Table 3- Continuing Education Allowances

Item No.	Brief Description	Clause No.	1/9/2022	1/9/2023	Period
1	RN - Post Graduate Certificate	10(vii)	26.14	27.64	per week
2	RN - Post Grad Diploma/Degree	10(viii)	43.54	46.04	per week
3	RN - asters/Doctorate	10(ix)	52.27	55.28	per week
4	EN - Cert IV	10(x)	17.43	18.43	per week

Table 4 - Monetary Rate for Assistant in Nursing Trainees

Highest Year of Schooling Completed	FFPPOA 1/9/2022	FFPPOA 1/9/2023
	4.6 %	
Skill Level A - Year 10		
School Leaver	\$377.33	\$392.68
1 year out of school	\$409.20	\$432.73
2 years out of school	\$491.41	\$519.67
3 years out of school	\$572.06	\$604.95
4 years out of school	\$664.84	\$703.07
5 years out of school	\$759.81	\$803.50
Highest Year of Schooling Completed		
Skill Level A - Year 11		
School Leaver	\$409.30	\$432.83

1 year out of school	\$491.41	\$519.67
2 years out of school	\$572.06	\$604.95
3 years out of school	\$664.94	\$703.07
4 years out of school	\$759.92	\$803.62
5 years out of school	\$759.61	\$803.62
Highest Year of Schooling Completed		
Skill Level A - Year 12		
School Leaver	\$491.41	\$519.67
1 year out of school	\$572.06	\$604.95
2 years out of school	\$664.94	\$703.17
3 years out of school	\$759.61	\$803.29
4 years out of school	\$759.61	\$803.29
5 years out of school	\$759.61	\$803.29

Table 5 - Monetary Rates for School Based Traineeships

Year of Schooling - Year 11	FFPPOA 1/9/2022	FFPPOA 1/9/2023
Skill Level 1	\$356.90	\$377.42
Year of Schooling - Year 12		
Skill Level 1	\$409.30	\$432.83

Table 6 - Wages - School Based Traineeships

Year of Schooling - Year 11	FFPPOA 1/9/2022	FFPPOA 1/9/2023
Skill Levels A, B, C	\$248.01	\$262.27
Year of Schooling - Year 12		
Skill Levels A, B, C	\$271.54	\$287.15

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

DETERMINATION REPRINT

This reprint of the above contract determination is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the Industrial Relations Commission Rules 2022.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

E. ROBINSON, *Industrial Registrar*.

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9807	12 January 2024	1 February 2024	396	429

DETERMINATION

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Method of Remuneration
3.	Kilometre Rates
4.	Hourly Rates
5.	Other Rates
6.	Payments Included in the Rates
7.	Suitable Vehicle and Loading
8.	Minimum Hire
9.	Personnel
10.	Insurance
11.	Cartage Records
12.	Payment of Accounts
13.	Settlement of Disputes
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15.	Breakdowns
16.	Delays
17.	Meal Breaks
18.	Role of the Union
19.	Adjustment of Rates
20.	Superannuation
21.	Area, Incidence and Duration

Part B - Rates of Remuneration

Part C - Rise and Fall Formula

Part D - Temporary Fuel Levy

PART A

1. Definitions

In this contract determination, unless the subject matter or context otherwise indicates or requires:

"The Act" means the *Industrial Relations Act 1996*.

"Contract Carrier" shall be as defined in the Act.

"Contract of Carriage" shall be as defined in the Act.

"Contractor" means "Principal Contractor" as defined in the Act.

"Excavation and Demolition Material" means any material that is removed from the earth at building and/or construction and/or demolition sites.

"Large Material" means material 76.2 cm gauge or over, measured at its maximum dimension (being rock, concrete, tree stumps, footings or R.S.J.s, etc.)

"Sydney City Area" means the area in Central Sydney bounded by City Road, Cleveland Street, Dowling Street, McLachlan Avenue, Waratah Street, Elizabeth Bay and Harbour foreshore to Pymont Bridge Road at Blackwattle Bay, and Wentworth Park Road, to Broadway."

"Union" means the Transport Workers' Union of New South Wales (registered under the Act as an Association of Contract Carriers)."

2. Method of Remuneration

2.1 Any contract carrier performing cartage work for a contractor will be paid according to one of the following methods, as determined by the contractor:

2.1.1 kilometre rates as provided in clause 3, Kilometre Rates; or

2.1.2 hourly rates as provided in clause 4, Hourly Rates.

2.2 Notwithstanding subclause 2.1 of this clause, where the contractor determines hourly rates to be the method of remuneration, but requires the contract carrier to complete a nominated minimum number of loads, then the work performed by the contract carrier will be paid for according to the kilometre rate method.

2.3 The contract carrier will be paid a rate based upon the number of axles in the vehicle supplied, except

(i) for a Class 3 Truck and Dog trailer combination (as complies with the Class 3 Truck and Dog Trailer Combination Notice issued by the Roads and Maritime Authority) the rate shall be as specified for "6 axle (48t)"; and

(ii) for a PBS Truck and Dog trailer combination (as complies with the National Class 2 PBS Level 1 and 2A Truck and Dog Trailer Authorisation Notice 2016 (No 1)) issued by the National Heavy Vehicle Regulator, the rates shall be as specified for "PBS T&D".

3. Kilometre Rates

3.1 Loading Rate — Every time the contract carrier's vehicle is loaded by the contractor, the contract carrier will be paid the rate in Item 1 of Part B, Rates of Remuneration.

3.2 Loading Rate — Extra Capacity — In addition to the rates payable under subclause 3.1 of this clause, the contract carrier will be paid the rate in Item 1A of the said Part B for every cubic metre (or part

thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of clause 7, Suitable Vehicle and Loading.

3.3 Kilometre Rates — For each kilometre travelled by the contract carrier while working for the contractor, the contract carrier will be paid as follows:

3.3.1 0-8 kilometres
Item 2 of Part B

3.3.2 Each additional kilometre over 8 kilometres
Item 3 of Part B

3.3.3 Each additional kilometre over 25 kilometres
Item 4 of Part B

3.3.4 Half kilometres - to be paid pro rata.

3.4 Kilometre Rates - Extra Capacity - In addition to the rates payable under subclause 3.2 of this clause, the contract carrier will be paid the following rates for each kilometre travelled for each cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of the said clause 7:

3.4.1 0-8 kilometres
Item 2A of Part B

3.4.2 Each additional kilometre over 8 kilometres
Item 3A of Part B

3.4.3 Each additional kilometre over 25 kilometres
Item 4A of Part B

3.4.4 Half kilometres — to be paid pro rata.

3.5 Wet Weather - Where the contract carrier is prevented from commencing work due to wet weather, the contract carrier shall be paid one hour's appearance money at the hourly rate referred to in subclause 4.1 of clause 4, Hourly Rates. If the contract carrier is asked by the contractor to remain on-site during site preparation, the contract carrier will be paid waiting time at the same hourly rates.

3.6 Loading Time -

3.6.1 When loading time, being from the time of arrival on-site by the contract carrier to the time of departure from site, exceeds ten minutes, the excess time shall be compensated for at the hourly rates referred to in the said subclause 4.1.

3.6.2 This paragraph does not apply to the commencement of the day's work or to the recommencement of work after the meal break.

3.7 Delays - All time spent by the contract carrier on the sites at the instruction of contractors will be paid for at the hourly rate referred to in subclause 4.1.

4. Hourly Rates

4.1 For each hour the contract carrier spends carrying excavated and demolition material (including returning to a site unloaded), the contract carrier will be paid the hourly rate in Item 6 of Part B, Rates of Remuneration.

- 4.2 In addition to the rates payable under subclause 4.1 of this clause, the contract carrier will be paid the rate in Item 6A of the said Part B for every cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of clause 7, Suitable Vehicle and Loading.
- 4.3 Travelling Time — The contract carrier will be paid one hour travelling time at the hourly rate referred to in subclause 4.1.
- 4.4 Wet Weather — When the contract carrier is prevented from commencing work by wet weather no payments shall be made, except for the payment of one hour travelling time as per subclause 4.2 of the said clause 4. This also applies to work suspended owing to wet weather.
- 4.5 Delays — All time spent by the contract carrier on the sites at the instruction of contractors will be paid for at the hourly rate referred to in subclause 4.1.

5. Other Rates

- 5.1 Should the Contractor Direct the Contract Carrier to Alternative Work, then the contractor shall pay to the contract carrier travelling time in the manner provided by subclause 4.2 of clause 4, Hourly Rates.

6. Payments Included in the Rates

Both the kilometre rates and the hourly rates have been calculated to include the following payments:

20 days annual leave;

five days leave loading;

all public holidays as provided for by applicable legislation;

34.8 hours long service leave per annum;

64 hours sick leave per annum; and

rostered industry day off

7. Suitable Vehicle and Loading

- 7.1 The contract carrier shall supply a vehicle with a minimum body size of the appropriate capacity specified below:

Truck Type (No. of Axles)	Loading Capacity (Cubic Metres)
Two-axle Trucks	5.78
Three-axle Trucks	9
Four-axle Trucks	10.93
Five-axle Trucks (Articulated)	17
Six-axle Trucks (Articulated)	19
Seven-axle Trucks (Articulated)	21.93

- 7.2 In other respects, the contract carrier will supply and keep serviceable a vehicle that is suitable to the contractor. The contract carrier will obtain the approval of the contractor as to the type and condition of the vehicle before it is brought into service.
- 7.3 Loading - All reasonable efforts shall be taken by the contractor and the contract carrier not to overload any contract carrier's vehicle.

8. Minimum Hire

- 8.1 When contract carriers engaged on hourly or kilometre rates are prevented from working for reasons other than wet weather, a minimum of four hours at the hourly rate referred to in subclause 4.1 of clause 4, Hourly Rates, plus one hour paid travelling time, as provided for in subclause 4.2 of the said clause 4, will be paid to the contract carrier; provided if for work performed a higher amount would be payable if the kilometre rates in clause 3, Kilometre Rates, were applied, then that higher amount will be paid to the contract carrier.
- 8.2 The payment of the minimum hire is on the condition that the contract carrier is not given alternative work by the original contractor who engaged the contract carrier for that day.

9. Personnel

- 9.1 The contract carrier shall not employ any persons without prior approval being obtained from the contractor.
- 9.2 Drivers employed by contract carriers pursuant to clause 8.1 - Minimum Hire, must be employed at least under the minimum terms and conditions (whether governed by legislation or industrial instrument) that apply to the driver's employment.

10. Insurance

- 10.1 The contract carrier must, in all circumstances, be covered by the following insurance policies:

Motor Vehicle Third Party (Personal);
Motor Vehicle Third Party (Property); and
workers' compensation, where required by law;
personal sickness and accident;
public risk liability.

The contract carrier will obtain and bear the expense of the above insurance policies.

- 10.2 the insurance policies referred to in subclause 10.1 of this clause are to be submitted to the contractor for perusal and return prior to the commencement of work at any site. The contractor shall keep such copies of these insurance policies as is necessary to prove their currency upon request by the Union. The contractor shall not allow any Contract Carrier who does not have such insurance policies current to commence work. The Contractor shall request further perusal of the policies thereafter at regular intervals and may do so at any time. The policies are to be renewed whenever required so that they remain current at all times.

11. Cartage Records

The contract carrier is required to undertake to prepare their accounts according to the reasonable requirements of the contractor to whom they are contracted and to submit these accounts to the contractor every seven days, or as requested.

12. Payment of Accounts

- 12.1 The contractor is required to pay accounts for work performed pursuant to this determination within 14 days of the end of the month in which the work was done.
- 12.2 The contractor shall reimburse the contract carrier for all bridge/expressway tolls and like charges incurred as a result of such contract carrier in the performance of work for the contractor following a route nominated or approved by the contractor.

13. Settlement of Disputes

- 13.1 It is understood and accepted by all parties to this determination that work shall continue normally while the settlement of disputes procedure provided for in this clause is followed.
- 13.2 The procedure of the settlement of disputes will be as follows:
- 13.2.1 When there is a disagreement, the contract carrier shall attempt to resolve the matter by negotiating with the contractor or a representative of the contractor on-site.
- 13.2.2 Where the matter remains unresolved, the union delegate or representative on-site will attempt to resolve the matter by negotiating with the contractor or a representative of the contractor on-site.
- 13.2.3 If the matter remains unresolved, it shall then be discussed between an official of the union or any other person authorised to represent the union and the contractor, who may be accompanied or represented by officers or representatives of any association of employing contractors or other employer association of which the contractor is a member.
- 13.2.4 If the matter remains unresolved, notification may be made to the Industrial Relations Commission of New South Wales by either party under the terms of the Act.

14. Double Booking

Contract carriers who accept two or more jobs and who thereby fail to fulfil their obligations to at least one job, causing extensive costs for individual contractors in idle equipment and labour, shall be reported to the union which shall, after investigating the circumstances of the matter, take action against such contract carrier.

15. Breakdowns

The contractor shall not be responsible for any loss incurred by the contract carrier resulting from breakdowns of vehicles. Vehicles that continually break down must be replaced by the contract carrier in accordance with subclause 7.2 of clause 7, Suitable Vehicle and Loading.

16. Delays

Delays on sites beyond the control of the contractor (e.g., late arrivals of employees or plant breakdowns) shall not attract any penalty payment for the contract carrier.

17. Meal Breaks

Contract carriers shall take their meal breaks at the same time as employees on the site to which they are contracted. Only one half hour meal break per shift is to be taken by the contract carrier.

18. Role of the Union

The role of the Transport Workers' Union of Australia, New South Wales Branch, and its Tip Truck Section, as the representative of the industrial interests of contract carriers, is recognised by the parties to this determination.

19. Adjustment of Rates

The rates as set out in Part B - Rates of Remuneration, shall be adjusted every 12 months in accordance with the cartage rate formula as set out in Part C - Rise and Fall Formula.

20. Superannuation

All contract carriers will have a current superannuation policy into which are paid, by the contract carrier, payments at least equal to current statutory or award superannuation entitlements applicable to an employee

driving the same class of vehicle as that driven by the contract carrier. Proof of this superannuation policy is to be submitted to the contractor for perusal and return prior to the commencement of work at any site. The contractor may request further perusal of the proof of the policy thereafter at any time.

21. Area, Incidence and Duration

This determination applies to all contracts of carriage of excavated and demolition material and to all contractors and contract carriers engaged in or in connection with such work in the State of New South Wales, provided that it will not apply to persons covered by the former Industrial Agreement No. 7743, between the union and the Roads and Traffic Authority, or any agreement succeeding or replacing that agreement.

This determination rescinds and replaces the Transport Industry - Excavated Materials Contract Determination published 24 October 1997 (301 I.G. 1082) and reprinted 5 May 2023 (394 I.G. 615), as varied. It shall commence on and from 1 March 2019. This determination shall remain in force thereafter for a period of three years.

PART B

Rates of Remuneration

- This Part applies to all Contracts of Carriage performed on or after 1 March 2023

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	6 Axles (48t) (\$)	7 Axles (\$)	PBS T&D (\$)
1. Loading Rate	21.815	33.969	41.256	49.088	52.862	56.621	57.434	61.194
1A. Extra Capacity (per cubic metre)	3.759	3.759	3.759	3.759	3.759	x	3.759	x
2. Kilometre Rate (0-8 Km)	5.486	8.546	10.378	12.349	13.296	14.242	14.449	15.395
2A. Extra Capacity (per cubic metre)	0.946	0.946	0.946	0.946	0.946	x	0.946	x
3. Kilometre Rate (over 8 - 25 km)	5.076	7.906	9.605	11.426	12.308	13.184	13.373	14.249
3A. Extra Capacity (per cubic metre)	0.876	0.876	0.876	0.876	0.876	x	0.876	x
4. Kilometre Rate (over 25 km)	3.993	3.993	3.993	3.993	3.993	4.806	3.993	4.806
4A. Extra Capacity (per cubic metre)	0.813	0.813	0.813	0.813	0.813	x	0.813	x
6. Hourly Rate	71.526	111.374	135.316	160.878	173.257	185.630	197.142	209.514
6A. Extra Capacity (per cubic metre)	12.372	12.372	12.372	12.372	12.372	x	12.372	x

PART C

Rise and Fall Formula

- The rates prescribed in Part B may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
- Application for adjustment shall be made by reference to the weighted movement in the following benchmarks for each cost component, calculated as at the end of the full quarter immediately preceding the variation, with each adjustment application based upon the rates and amounts in the immediately preceding variation.

Component Current	Benchmark	Current Index	Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	\$940.20	35.40
Capital	ABS Consumer Price Index (CPI), Motor Vehicles, Australia	111.6	18.88
Insurances	ABS CPI, Insurance, Australia	166.5	6.50
Registration	ABS CPI, Transportation Group, Other Services in respect of motor vehicles	143.2	3.27
Repairs & Maintenance	ABS CPI, Transportation Group, Maintenance and Repair of Motor and Repair of motor vehicles	132.4	17.99
Tyres	ABS CPI, Transportation Group, Spare Parts and Accessories for motor vehicles	139.6	5.16
Fuel AIP NSW State	Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation.	120.97	9.31
Administration	ABS CPI, All Groups, Sydney	135.8	3.49
Total			100

3. If the cost components, excepting fuel, change such that it causes an increase in the total remuneration of 2 percent or more from the date of the last variation, an interim adjustment may be made. An application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative.
4. Each cost component will be re-weighted after each adjustment.
5. Parties to this Determination will confer with a view to reaching agreement on any application for adjustment on any application for adjustment. In the absence of agreement the rates and amounts shall be determined by the IRC.
6. Notwithstanding anything contained in this Part, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.

PART D

Temporary Fuel Levy

APPLICATION

1. This Part applies to all Contracts of Carriage performed on or after 1 February 2024.

BACKGROUND

2. This Part was introduced by the IRC in Matter No. 2022/174729 as a temporary measure to respond to significant fluctuations in the price of fuel and the temporary inability for Contract Carriers to claim fuel tax credits.

THE SURCHARGE

3. In addition to all other amounts set out in this Determination, a Principal Contractor must pay a Contract Carrier an additional amount (the Temporary Fuel Levy).
4. The Temporary Fuel Levy shall be paid as a percentage of the total amounts payable to the Contract Carrier under this Determination.
5. For Contracts of Carriage performed on or after 1 February 2024, the Temporary Fuel Levy shall be 5.9%.

REVIEW

6. The Temporary Fuel Levy shall be reviewed on a monthly basis, subject to an application being made to the IRC.
7. The Temporary Fuel Levy shall be calculated by applying the following formula:

$$((x-y) / y) * z$$

where:

x = 197.89 (being the mean of all weekly retail diesel prices (NSW State Average) published by the Australian Institute of Petroleum for weeks ending in the prior calendar month, in cents, exclusive of GST;

y = 120.97 (being the current index price of fuel as set out in part C of the Determination); and

z = 0.0931, (being the weighting applied to the fuel component as set out in part C of the Determination); and

8. The Temporary Fuel Levy shall be rounded to one decimal place.
9. Parties seeking a variation to the Temporary Fuel Levy shall make an application to the IRC by the second Monday of the relevant calendar month.
10. The revised Temporary Fuel Levy will apply from the first day of the following calendar month.
11. As the Temporary Fuel Levy responds to fluctuations in fuel prices, it may increase or decrease from time to time.

OTHER PROVISIONS

12. The Temporary Fuel Levy may be offset by any payments made to a Contract Carrier in excess of the amounts prescribed elsewhere in this Determination.
13. Leave is reserved for any party to apply to vary the operation of this Part in circumstances where the Principal Contractor:
 - a. provides the Contract Carrier with fuel, either for free or at a cost below the prevailing market rate;
 - b. directly reimburses the Contract Carrier for some or all of their fuel costs; or
 - c. otherwise compensates the Contract Carrier for their fuel cost

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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

13 February 2024

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge and insert in lieu the following:

- F.3.2 For pay periods commencing between 19 February 2024 and 17 March 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.10
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.12
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.17
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.17
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.17
Rigid-carrying capacity over 14 tonnes or more	\$0.22
Single Axle Prime Mover	\$0.22
Bogie Axle Prime Mover	\$0.27

For pay periods commencing between 15 January 2024 and 18 February 2024, 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	\$0.13
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.19
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.19
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.19
Rigid-carrying capacity over 14 tonnes or more	\$0.25
Single Axle Prime Mover	\$0.25
Bogie Axle Prime Mover	\$0.30

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 19 February 2024 and 17 March 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.45
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.45
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.45
Rigid-carrying capacity over 14 tonnes or more	\$3.14
Single Axle Prime Mover	\$3.15
Bogie Axle Prime Mover	\$3.82

For pay periods commencing between 15 January 2024 and 18 February 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.71
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.71
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.71
Rigid-carrying capacity over 14 tonnes or more	\$3.47
Single Axle Prime Mover	\$3.49
Bogie Axle Prime Mover	\$4.23

3. This variation will take effect on 19 February 2024.

D. SLOAN, *Commissioner*

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CROWN EMPLOYEES (SCHOOL PSYCHOLOGISTS - DEPARTMENT OF EDUCATION) SALARIES AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C9826 published 2 February 2024

(396 I.G. 609)

(Case No. 463497 of 2023)

CORRECTION

1. Delete Table 1 - School Psychologist Salaries of Part B, Salaries and insert in lieu the following:

Table 1 - School Psychologist Salaries

Classification	Salary to commence on or after 9.10.2023 \$
SP1	95,317
SP2	99,220
SP3	106,131
SP4	114,115
SP5	140,502
School Psychologist Advanced Certification	151,742

E. ROBINSON, *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.