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INDUSTRIAL GAZETTE

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(1939)

SERIAL C9704**CROWN EMPLOYEES (MINISTERIAL DRIVERS) AWARD 2023**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201333 of 2023)

Before Commissioner Webster

25 August 2023

AWARD**Arrangement**

Clause No.	Subject Matter
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PART A**1. Title of Award**

This Award will be known as the Crown Employees (Ministerial Drivers) Award.

2. Definitions

"Act" means the *Government Sector Employment Act* (2013) NSW

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and any replacement award or variation to this award.

"Department" means the Department of Premier and Cabinet and any subsequent agency which becomes the employer of the Employees.

"Employees" means employees employed as Ministerial Drivers, Casual Ministerial Drivers or in subsequent and equivalent roles.

"Manager" means the Department's officer in charge of Transport Services.

"Metropolitan Sydney" means a 75km radius (as the crow flies) from 52 Martin Place, Sydney.

"Salaries Award" means the Crown Employees Public Sector – Salaries 2022) Award and any replacement award or variation to this award.

"Work, Health and Safety framework" means the relevant policies, procedures or other material for managing the relevant WHS risks in the workplace for Transport Service employees.

3. Parties

3.1 The parties to this award are:

The Association;

The Industrial Relations Secretary.

4. Coverage

4.1 This award applies to all Employees.

5. Conditions of Employment

5.1 Employees are entitled to the conditions of employment as set out in this award and, except where inconsistent with this award, the conditions provided for under the Conditions Award and under any applicable legislation, including the Act and the statutory instruments made thereunder.

5.2 This award replaces the following determinations, which will no longer have application to the Employees:

- a. Ministerial Drivers' Salaries and Conditions – New South Wales Premier's Department Determination No 953 of 2007
- b. Casual Ministerial Drivers Rates of Pay and Conditions – NSW Department of Premier and the Cabinet Determination No 3 of 2016
- c. Lead Ministerial Drivers Rates of Pay and Conditions – NSW Department of Premier and Cabinet Determination No 4 of 2016

5.3 The salaries and salary related allowances contained in this award will be adjusted by the same percentage increase that is applied to adjustments in the Salaries Award, including any increase in superannuation.

6. Ministerial Drivers

- 6.1 The Ministerial Driver base salary is identified at clause 23.
- 6.2 All conditions in this award apply to Ministerial Drivers, excluding the conditions applicable to Casual Ministerial Drivers.

7. Driving Assignments and Schedules

- 7.1 Driving assignments and schedules will be approved by the Manager, or other authorised officers of the Department from time to time.

8. Hours of Work

- 8.1 Ordinary working hours will be 38 hours per week, Monday to Friday, with a rostered day off each 4 weeks in accordance with the Conditions Award.
- 8.2 Unless otherwise scheduled, the notional daily hours will be as rostered with a one hour lunch break.
- 8.3 The start and end of duty times will be by arrangement between the Minister or Office Holder or other approved user of vehicle transport services and the Employee in consultation with the Manager, taking account of work health and safety considerations.
- 8.4 Employees will advise the Manager or the Department's officer responsible for scheduling of changes in driving assignments to facilitate scheduling of driving assignments and vehicle transport services and management of fatigue.

9. Recording of Hours

- 9.1 Employees are required to record their daily hours worked, including start and finish times of any breaks, in the format as required by the Department from time to time. Recording of hours is to be done daily.
- 9.2 Employees are required to record the start and finish times of any non-driving duties for fatigue management purposes in the format required by the Department from time to time. Recording of non-driving duties is to be done daily.

10. Out of Hours Allowance

- 10.1 All out of hours work, with the exception of Sundays and public holidays, will be compensated by payment of an out of hours allowance equivalent to 20 hours overtime based on 12 hours at time and one half of the Employee's base salary and 8 hours at double time of the Employee's base salary. This is equal to an allowance calculated as 34 hours at ordinary time of base salary.
- 10.2 The Out of Hours Allowance is set out at Part B, clause 24.
- 10.3 This allowance is to be paid in the nature of salary and is:
- a. To be adjusted using the calculation at clause 10.1 and subject to changes in the base salary for Employees;
 - b. Recognised for all paid leave, superannuation and termination purposes;
 - c. Compensation for overtime (excluding Sundays and public holidays), weekday, weekend and holiday penalty rates and all incidents of employment involving after hours duty (including On Call, On Call [Standby], Recall to Duty, Payment for Overtime or Leave in Lieu, Provision of Transport in Conjunction with Working of Overtime) other than accommodation and meal allowances; and,

- d. Paid on the basis that Ministerial Drivers will be available for duty as required Monday to Saturday.

11. Overtime on Sundays and Public Holidays

- 11.1 Overtime worked on Sundays and public holidays is calculated on the Employee's base salary and will be subject to the provisions of the Conditions Award.

12. Meal Breaks and Meal Allowances

- 12.1 Meal breaks will be in accordance with the Conditions Award, subject to Employees being granted unpaid meal breaks of one hour duration where possible. A meal break should be provided after no more than five hours of continuous work.
- 12.2 In addition to the meal breaks, an overtime meal allowance will be provided for Employees on duty for the following times at the overtime meal allowance rate:
 - a. Monday to Friday:
 - i. A breakfast meal allowance will be paid to employees who are directed to commence work at or before 6:00am;
 - ii. A dinner meal allowance will be paid when employees are directed to finish work at or after 7:00pm;
 - iii. A supper meal allowance will be paid when employees are directed to finish work at or after 11:00pm.
 - b. Saturdays and Sundays, after every five hours of continuous work.
- 12.3 For the purposes of subclause 12.2, an Employee is directed to commence work at or before 6:00am or finish work at or after 7:00pm if they are so directed by their manager or by the Minister or Office Holder (with the approval of the Employee's manager)."
- 12.4 For the purpose of the award provisions regarding overtime meal breaks, an Employee's ordinary hours of duty on weekdays will end at the times scheduled for end of duty for individual Employees.
- 12.5 For the purpose of the award provisions regarding Meal Expenses on One-Day Journeys, a Lunch allowance will be provided if the Employee is located outside of Metropolitan Sydney at the time of taking a normal lunch break.

13. Disrupted Meal and Rest Breaks

- 13.1 Risks associated with disrupted meal and rest breaks will be managed consistent with the Work Health and Safety framework.

14. Health Assessments

- 14.1 Health Assessments will be undertaken consistent with the Transport Services Workplace Health and Safety framework.
- 14.2 Health assessments will be conducted by the Department's nominated assessor.

15. Driving Assessments

- 15.1 Driving assessments will be undertaken consistent with the Transport Services Workplace Health and Safety framework.
- 15.2 Driving assessments will be conducted by service providers, as approved by the Department from time to time.

16. Premier's and Leader of the Opposition Driver's Allowances

- 16.1 Assignment to drive for the Premier or the Leader of the Opposition is at the decision of the Premier or the Leader of the Opposition. Continuing assignment to either of those roles may cease at the direction of the Premier or the Leader of the Opposition from time to time.
- 16.2 Employees assigned to drive for the Premier will receive the Premier's Driver allowance identified at clause 25 of this award.
- 16.3 Employees assigned to drive for the Leader of the Opposition will receive the Leader of the Opposition's Drivers allowance identified at clause 25 of this award.
- 16.4 These allowances are only payable while the employees continue to be assigned to drive for the Premier or the Leader of the Opposition.

17. Clothing

- 17.1 The Department has the right to determine an appropriate dress code for employees covered by this award and will provide a clothing allowance of \$900 per annum for employees to comply with this requirement when on duty.
- 17.2 The allowance will be paid in two equal instalments of \$450 (net of tax) every six months in arrears.
- 17.3 The items of clothing for which the allowance will be paid will be as approved by the Department, in consultation with Employees and the Association, from time to time.
- 17.4 The Employee is responsible for maintaining clothing in a serviceable condition. No laundry allowance will be payable.

18. Casual Ministerial Drivers

- 18.1 The hourly rate of pay for a casual Ministerial Driver will be calculated by reference to the annual salary for a Ministerial Driver provided for in clause 22 of this award, as varied from time to time by the Salaries Award, and is calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.

- 18.2 The casual rate of pay for casual Ministerial Drivers is calculated on the basis of ordinary working hours being 38 hours per week.
- 18.3 Casual Ministerial Drivers will be provided with the conditions of employment set out in clause 12 of the Conditions Award. This includes, and is not limited to, the entitlement to be paid a minimum of three consecutive hours for each day worked.
- 18.4 All conditions in this award apply to casual Ministerial Drivers excluding clause 10, Out of Hours Work Allowance, which does not apply to casual Ministerial Drivers.

19. Dispute Resolution Procedures

- 19.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department or Agency, if required.
- 19.2 An Employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 19.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the

Employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

- 19.4 The immediate manager, or other appropriate employee of the Department, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 19.5 If the matter remains unresolved with the immediate manager, the Employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The Employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 19.6 If the matter remains unresolved, the Department Head will provide a written response to the Employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.7 An Employee, at any stage, may request to be represented by the Association.
- 19.8 The Employee or the Association on their behalf or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 19.9 The Employee, Association, Department and Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 19.10 Whilst the procedures outlined in subclauses 19.1 to 19.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

20. Anti-Discrimination

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

20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

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

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

21. Area, Incidence and Duration

21.1 This award applies to all Employees employed in the classifications identified in the award.

21.2 This award shall take effect on and from 1 July 2023 and shall remain in force for a period of 36 months.

22. No Extra Claims

22.1 During the term of this award, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award.

PART B

23. Salaries

Classification	Common Salary Points	Salary (1 July 2021)	Salary (1 July 2022 – 2.53%)	Salary (1 July 2023 – 4%)
Ministerial Driver	39	62,325	63,902	\$66,458

24. Out of Hours Allowance (Calculated in Accordance with clause 10.1)

Classification	Allowance (1 July 2021)	Allowance – per annum 1 July 2022	Allowance - per annum 1 July 2023
Ministerial Driver	55,764	57,154	\$59,461

25. Premier's and Leader of the Opposition Driver Allowances

Allowance	Allowance (1 July 2021)	Allowance (1 July 2022 – 2.53%)	Allowance (1 July 2023 – 4%)
Premier's Driver	\$22,167 pa	\$22,728 pa	\$23,637
Leader of the Opposition's Driver	\$11,083 pa	\$11,363 pa	\$11,818

26. Total Salary

26.1 The Ministerial Driver salary includes compensation for irregular hours, often with limited notice, and the exclusion of penalty payments in respect of occasional delayed or interrupted meal breaks and any failure to receive the recognised break between the work of successive days.

26.2 The following table reflects total salary, which is inclusive of the base salary (identified at clause 23) plus the out of hours allowance (identified at clause 24).

Classification	Total Salary – per annum 1 July 2021	Total Salary – per annum 1 July 2022	Total Salary – per annum 1 July 2023
Ministerial Driver	118,089	121,056	\$125,919

J. WEBSTER, *Commissioner*

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PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 214812 of 2023)

Before Chief Commissioner Constant

21 August 2023

AWARD

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2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the *Health Services Act* 1997, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

"Employer" means the Secretary of the NSW Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the *Industrial Relations Act* 1996 or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Union" means any or all of the following organisations as the case may be:

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

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (New South Wales Branch);

Electrical Trades Union of Australia (New South Wales Branch).

3. Classifications

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of their work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of their work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motorcycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floor laying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cut-out displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out their work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3A. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc).

Placement - The relevant Chief Executive will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

4. Hours and Contract of Employment

(i) Employment under this Award will be full-time, part-time, or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(ii) Full-time employees - Hours:

(a) "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 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

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

(b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.

(c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(d) An employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the allocated day off. Such payment shall also be made to an employee on termination of employment.

(e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.

(f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to their next allocated day off duty, in normal sequence, they shall be given and shall take such day as though they had worked the whole of the 20 day cycle.

(g) Where an employee is required to work on their accrued allocated day off, other than a call back, they shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.

(h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly, no penalty payments shall be payable to the employee where they and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.

(i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 18, Public Holidays, and clause 19, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative

day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.

- (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
- (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
- (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
- (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
- (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employee.
- (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
- (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.

(iii) Part Time Employment:

- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
- (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to their usual roster.

- (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employee's circumstances.
- (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two

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

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.
- (iv) Casual Employment:
 - (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
 - (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which they perform.
 - (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.
- (v) All employees:
 - (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
 - (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.
- (vi) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Local Health District (12 hour shifts) and Western Sydney Local Health District Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by their employer to be on call, otherwise as provided in subclause (iii) of this clause, shall be paid the 'On-call - Rostered on duty' allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the 'On-call - Rostered off duty' allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone to an employee rostered on call.

- (vi) Where provided with a mobile telephone, a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. 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 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 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 Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the Australian Government's National Standards for Group Training Organisations.

4c. Termination

- (i) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice they shall be paid one week's salary in lieu thereof.

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and clause 17, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - when overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of their employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until they are released from duty for such period and they shall then 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.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or

- (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.
- All overtime work after twelve noon on a Saturday shall be paid for at double time.
- (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 18, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
- (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work they were recalled to perform is completed within a shorter period.
- (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from their place of work.
- Provided further that where an employee elects to use their own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.
- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
- (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
- (b) A meal break of not less than 20 minutes shall be allowed during such shift.
- (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
- (d) The rate of pay for temporary night work shall be time and one half.

- (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one- and one-half hours after working ordinary hours shall be paid by their employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to their overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.

- (ix) Transport of employees - When an employee after having worked overtime or a shift for which they have not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to their home, or pay him their current wage for the time reasonably occupied in reaching their home (provided that this subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).
- (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (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.
- (xi) Cribs:
 - (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and clause 17, Shift Work, shall be allowed, at the expiration of the said one and one half hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
 - (b) When overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 6B, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6 of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

6B. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in PD2018_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would

have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HELP repayments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the PD2018_044 Salary Packaging.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in PD2018_044 Salary Packaging as amended from time to time.

7. Additional Rates, Special Rates and Allowances

- (i) Additional Wage Rates
 - (a) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.
 - (b) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
 - (1) when required to act on plumber's licence;
 - (2) when required to act on gasfitter's licence;
 - (3) when required to act on drainer's licence;

- (4) when required to act on plumber's and gasfitter's licence;
- (5) when required to act on plumber's and drainer's licence;
- (6) when required to act on gasfitter's and drainer's licence;
- (7) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by their employer to act on their licence or licences during the course of their employment shall be paid at the rate per hour mentioned in this Award for every hour of their employment whether they had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (c) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to their ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 17, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (d) Electric Welding - An employee being the holder of a Department of Education, Skills and Employment oxy-acetylene or electric welding certificate who may be required by their employer to act on either of their certificates during the course of their employment shall be entitled to be paid for every hour of their employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (e) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.
- (f) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week they are so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (g) BMC Operators:
 - (1) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.
 - (2) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
 - (3) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.
- (h) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.

- (i) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:

Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;

Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;

Electrician in Charge of Generating Plant less than 75 Kilowatts;

Electrician in Charge of Generating Plant 75 Kilowatts or more;

Plant Electrician.

- (j) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

(ii) Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (b) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011* (NSW).
- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- (f)
- (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (g) Smokeboxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.
- (h) Wet Places:
- (1) An employee working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid an amount per hour extra as set out at Table 2; provided that their extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as they are required to work in wet clothing or boots.

Where an employee is required to work in the rain they shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
 - (2) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (i) Acid Furnaces, Stills, etc:
- (1) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
 - (2) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.
- (j) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.

- (k) Swing Scaffolds:
- (1) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
 - (2) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
 - (3) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (l) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations or its successor agency shall be paid an amount per hour extra as set out at Table 2.
- (m) Working Second hand Timber - Where, whilst working second hand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber they shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which their tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that they can prove their claim.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (p) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (q) Toxic and Obnoxious Substances:
- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
 - (4) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.

- (s) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (t) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
- (u) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

Definition: Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

Control: All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 7(ii), Special Rates, with the exception of subclauses (a) Cold Places; (e) Hot Places; (k) Swing Scaffold; (l) Spray Application; and (m) Working Second hand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

- (v) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (w)

- (1) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Secretary of the NSW Ministry of Health.

- (2) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

- (iii) Thermostatic Mixing Valve - An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.
- (iv) Chokages - Subject to subclause 7(ii), Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if they are required to work in a septic tank in operation they shall be paid an amount as set out at Table 2 per day or part thereof.
- (v) Fouled Equipment - An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof:

Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 7(iv), Chokages, would otherwise be payable.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

9. Leading Hands

- (i) **Leading Hand Electrician:**
 - (a) For the purposes of this subclause, Leading Hand means any electrical worker who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
 - (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.
- (ii) **Leading Hand, other than Electrician:**
 - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
 - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
 - (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.
- (iii) Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

10. Excess Fares and Travelling Time

- (i) An employee who on any day or from day to day is required to work at a job away from their accustomed place of work shall, at the direction of their employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to their accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar months' notice of the requirement to report to a new accustomed place of work.

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

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD20 12_021 Managing Excess Staff of the NSW Health Service, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant ‘test case’ decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant ‘test case’ decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

11. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4C, Termination, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or their services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but, in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

12. Higher Duties Allowance

- (i) Where a Leading Hand is on their allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than their ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.

- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift they shall be paid the appropriate allowance for the whole of such day or shift.

13. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

14. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the *Workplace Health and Safety Act 2011* shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable earmuffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

15. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

16. Amenities

The provisions contained in the "Accommodation and Amenities" clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

17. Shift Work

- (i) Definitions - for the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.
- (iv) Sundays and Holidays:
- (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
- (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 18, Public Holidays, shall be paid at the rate of double time and one-half.
- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

18. Public Holidays

- (i)
- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday: Provided that, if the employee so elects, they may be paid one half day's pay in addition to the weekly rate and have one day added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day and Boxing Day.
 - (c) Day workers are to be paid one day's pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
 - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to their period of annual leave.
 - (e) The election referred to in paragraphs (a) and (d) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

19. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of their attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

20. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.

- (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
 - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
 - (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
 - (f) Painters and Signwriters to be supplied with all brushes.
 - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
- (a) Subclause 20(vi) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (vii)
- (a) subclause 20(vii) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
 - (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

- (viii) Ambulance Service Uniform and Protective Clothing.
- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
 - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
 - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
 - (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
 - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
 - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
 - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
 - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of their duties to use tools other than those of their own trade, such tools shall be supplied by the employer.

21. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at 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 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 places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: 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) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

22. Damage to or Loss of Clothing or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default they shall compensate the employee to the extent of their loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of their tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

23. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use their/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

24. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) if 35 ordinary shifts on such days have been worked - one week (five working days);
 - (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
 - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.

- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave their ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 18, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in subclause 2.11.1 of PD2019_010 Leave Matters for the NSW Health Services, as varied or replaced, from time to time.

25. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months' long service leave on full 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.

From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access their long service leave on a pro-rata basis per completed year of service.
 - (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
 - (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
 - (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 2 of the Government Sector Employment Regulation 2014;
 - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before they were so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of their service after they were so re-employed unless they have completed at least five years' continuous service from the date of their being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until they have completed at least five years' continuous service from the date upon which they commenced their current period of employment.

- (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
- (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by their death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if they so desire and by agreement with their present employer and their proposed employer, be allowed to retain their credit to long service leave in lieu of payment of the monetary value under this subclause.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which clause 21 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
- (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
- (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given their next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

26. Sick Leave

- (i)
- (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.
- (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
- (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
- (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (e) An employee shall not be entitled to sick leave until after three months' continuous service.

- (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
 - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 25, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
 - (h) Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The 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.

27. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

28. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand-alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

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

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

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

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

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

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

- (iv) FACS Leave - entitlement
- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,
- whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlements under (iv)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

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

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

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

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

- (ii) Use of sick leave to care for the person concerned - entitlement
 - (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
 - (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4, of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in paragraphs (ii)(e) - (h) of Part B of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

29. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

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

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

(a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of

employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that they are able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

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

(xii) Stillbirth

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

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

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should

an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (iv)(a) of Part A of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (i)(c) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under paragraph (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

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

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

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

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

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(iv) Applications

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

(v) Variation after Commencement of Leave

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

(vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to

the employee. In such an instance, the employee should notify the employer as early as practicable.

- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

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

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under paragraphs (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under paragraph (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their fulltime weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's fulltime hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

E. Communication During Leave

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

F. Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (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 the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular workplace which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level, then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then: -

- (iii) Discussions shall include representatives of senior management of the Local Health District and relevant union/s, if it cannot be resolved, then: -
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.
- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

31. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than their normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than their normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (ii) All fares and travelling expenses involved in conveyance of the employee and their tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
 - (a) An employee travels to or from such place of temporary residence without the approval of the employer or
 - (b) the employee terminates their own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

32. Exhibition of Award

See section 361 of the *Industrial Relations Act 1996*, which provides for the exhibition of industrial instruments in the workplace.

33. Consultative Committees

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

34. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

35. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those they represent.

36. Anti-Discrimination

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

37. No Extra Claims

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

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

38. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 3, Classifications, who are employed by the Secretary of the NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.
- (ii) This Award commences on 1 July 2023 and replace and rescinds the Public Health Service Employees Skilled Trades (State) Award 2022 published 16 December 2022 (393 I.G. 775) and all variations thereof.
- (iii) This Award takes effect from 1 July 2023 and shall remain in force for a period of one year. The rates in the last column in Table 1 in Part B, Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.

PART B

MONETARY RATES

Table 1 - Weekly Wages

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

Description	Effective Date 01-Jul-2023 \$
Bricklayer	
Level 1	59,963
Level 2 (Level 1 plus 5%)	62,961
Level 3 (Level 1 plus 10%)	65,960
Level 4 (Level 1 plus 15%)	68,957
Carpenter	
Level 1	59,963
Level 2 (Level 1 plus 5%)	62,961
Level 3 (Level 1 plus 10%)	65,960
Level 4 (Level 1 plus 15%)	68,957
Electrical Instrument Fitter	
Level 1	66,473
Level 2 (Level 1 plus 5%)	69,796
Level 3 (Level 1 plus 10%)	73,120
Level 4 (Level 1 plus 15%)	76,443
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	
Electrical Tradesperson	
Level 1	63,460
Level 2 (Level 1 plus 5%)	66,633
Level 3 (Level 1 plus 10%)	69,806
Level 4 (Level 1 plus 15%)	72,979
Fitter / Motor Mechanic	
Level 1	59,804
Level 2 (Level 1 plus 5%)	62,794
Level 3 (Level 1 plus 10%)	65,785
Level 4 (Level 1 plus 15%)	68,775

Floor / Wall Tiler	
Level 1	59,963
Level 2 (Level 1 plus 5%)	62,961
Level 3 (Level 1 plus 10%)	65,960
Level 4 (Level 1 plus 15%)	68,957
Painter / Spray Painter	
Level 1	59,963
Level 2 (Level 1 plus 5%)	62,961
Level 3 (Level 1 plus 10%)	65,960
Level 4 (Level 1 plus 15%)	68,957
Plasterer	
Level 1	59,963
Level 2 (Level 1 plus 5%)	62,961
Level 3 (Level 1 plus 10%)	65,960
Level 4 (Level 1 plus 15%)	68,957
Plumber	
Level 1	60,380
Level 2 (Level 1 plus 5%)	63,399
Level 3 (Level 1 plus 10%)	66,419
Level 4 (Level 1 plus 15%)	69,439
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Scientific Instrument Maker	
Level 1	61,787
Level 2 (Level 1 plus 5%)	64,876
Level 3 (Level 1 plus 10%)	67,967
Level 4 (Level 1 plus 15%)	71,056
Signwriter	
Level 1	61,285
Level 2 (Level 1 plus 5%)	64,350
Level 3 (Level 1 plus 10%)	67,415
Level 4 (Level 1 plus 15%)	70,478
Tool Maker	
Level 1	61,787
Level 2 (Level 1 plus 5%)	64,876
Level 3 (Level 1 plus 10%)	67,967
Level 4 (Level 1 plus 15%)	71,056
Welder 1st Class	
Level 1	59,804
Level 2 (Level 1 plus 5%)	62,794
Level 3 (Level 1 plus 10%)	65,785
Level 4 (Level 1 plus 15%)	68,775
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.	

Table 2 - Additional Rates, Special Rates and Allowances

(Including Tool Allowance for Electrical Trades)

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

Clause No.	Allowance Description	Frequency	Effective Date 01-Jul-2023 \$
4A(ii)	On-call - Rostered on duty	Per 24 Hours	26.90
4A(iii)	On-call - Rostered off duty	Per 24 Hours	53.14

7(i)(a)	Electricians Licence Grade A	Per Week	55.39
7(i)(a)	Electricians Licence Grade B	Per Week	30.21
7(i)(b)(1)	Plumbers License	Per Week	54.97
7(i)(b)(2)	Gasfitters License	Per Week	54.97
7(i)(b)(3)	Drainers License	Per Week	44.78
7(i)(b)(4)	Plumbers and Gasfitters License	Per Week	72.60
7(i)(b)(5)	Plumbers and Drainers License	Per Week	72.60
7(i)(b)(6)	Gasfitters and Drainers License	Per Week	72.60
7(i)(b)(7)	Plumbers and Drainers and Gasfitters License	Per Week	101.14
7(i)(c)	Plumbers/Gasfitters/Drainers Reg. Cert	Per Hour	1.08
7(i)(d)	Electric Welding	Per Hour	0.85
7(i)(e)	Computing Quantities	Per Day	6.91
7(i)(f)	Boiler Attendants Certificate	Per Week	8.53
7(i)(g)	BMC Operator	Per Week	44.37
7(i)(h)	Motor Mechanic per day	Per Day	3.50
7(i)(h)	Motor Mechanic	Each	0.87
7(i)	Elec Fitter & Assistant to Chief Eng.-Sydney Hospital	Per Week	78.21
7(i)	Elec Fitter & Assistant to Chief Eng.-Other Hosp.	Per Week	62.38
7(i)	Electrician in Charge of Generating Plant less than 75 Kilowatts	Per Week	22.96
7(i)	Electrician in charge of Generating Plant 75 Kilowatts or more	Per Week	79.78
7(i)	Plant Electrician	Per Week	75.02
7(j)	Welder Special Class	Per Week	14.28
8	Tool Allowance - Electrical Trades	Per Week	22.82
9(i)(b)	Leading Hand Electrician	Per Week	75.02
9(ii)(a)	Leading Hand - Other than Electricians I/C up to 5 Employees	Per week	57.19
9(ii)(b)	Leading Hand - Other than Electricians I/C 6 up to 10 Employees	Per Week	74.73
9(ii)(c)	Leading Hand - Other than Electricians I/C over 10 Employees	Per Week	95.77
7(ii)(a)	Cold Place	Per Hour	0.92
7(ii)(b)	Confined Spaces	Per Hour	1.08
7(ii)(c)	Dirty Work	Per Hour	0.92
7(ii)(d)	Height Money - at 7.5 metres	Per Hour	0.92
7(ii)(d)	Height Money - every additional 3 metres	Per Hour	0.92
7(ii)(e)	Hot Places - 46C-54C	Per Hour	0.92
7(ii)(e)	Hot Places - more than 54C	Per Hour	1.08
7(ii)(f)(1)	Insulation Material	Per Hour	1.08
7(ii)(f)(2)	Asbestos	Per Hour	1.08
7(ii)(g)	Boil Repair	Per Hour	0.64
7(ii)(g)	Oil fired Boiler	Per Hour	2.25
7(ii)(g)	Smoke Boxes etc	Per Hour	0.64
7(h)(1)	Wet Places - other than rain	Per Hour	0.92
7(h)(1)	Rain	Per Hour	0.92
7(h)(2)	Mud Allowance	Per Day	7.02
7(i)	Acid Furnaces etc.	Per Hour	4.62
7(j)	Depth Money	Per Hour	0.92
7(k)(1)	Swing Scaffolds other than plasterers - First four hours	Per Hour	6.52
7(k)(1)	Swing Scaffolds other than plasterers - Thereafter	Per Hour	1.36
7(k)(2)	Swing Scaffolds - plasterers	Per Hour	0.18
7(l)	Spray Application	Per Hour	0.92
7(m)	Working Second-hand timber	Per Day	3.47
7(n)	Roof Work	Per Hour	0.92
7(o)	Explosive Powered Tools	Per Day	2.16

7(p)	Morgues	Per Hour	1.02
7(q)(1)	Toxic Obnox - Epoxy Materials	Per Hour	1.08
7(q)(2)	Toxic Obnox Sub A/C not operating	Per Hour	0.77
7(q)(4)	Close Proximity to Toxic Sub	Per Hour	0.92
7(r)	Psychiatric Patients (PH Ward)	Per Hour	0.77
7(s)	Animal House	Per Hour	0.59
7(u)	Asbestos Eradication	Per Hour	3.04
7(x)(1)	Psychiatric Hospitals	Per Hour	1.77
7(x)(2)	Geriatric Allowance - Allandale/Garrawarra	Per Hour	0.61
7(x)(2)	Geriatric Allowance - Lidcombe	Per Hour	0.56
7(iii)	Thermostatic Mixing Valve	Per Week	30.12
7(iv)	Chokages	Per Day	10.50
7(v)	Fouled Equipment	Per Day	10.50
21(i)	Climatic and Isolation Allowance - Time and Half Zone	Per Week	9.94
21(ii)	Climatic and Isolation Allowance - Double Zone	Per Week	20.01
N/A	Apprentice Passing Exams - 1st Year	Per Week	1.87
N/A	Apprentice Passing Exams - 2nd Year	Per Week	5.81
N/A	Apprentice Passing Exams - 3rd Year	Per Week	7.66

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

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

Clause No.	Allowance Description	Frequency	Effective Date 01-Jul-2023 \$
8	Tool Allowance Bricklayer	Per Week	27.10
8	Tool Allowance Carpenter	Per Week	38.00
8	Tool Allowance Floor/Wall Tiler	Per Week	27.10
8	Tool Allowance Fitter Motor Mechanic	Per Week	38.00
8	Tool Allowance Plasterer	Per Week	38.00
8	Tool Allowance Painter Spray Painter Signwriter	Per Week	9.30
8	Tool Allowance Plumber	Per Week	38.00
8	Tool Allowance Scientific Instrument/Tool Maker	Per Week	38.00
8	Tool Allowance Welder 1st Class	Per Week	38.00
5(viii)	Meal Allowance for meal on overtime	Each	30.90
5(viii)	Subsequent Meal	Each	13.10
10(i)	Employee required to work away from accustomed place of work	Per Day	25.30
20(vii)(c)	Laundry Allowance (Skilled Trades)	Per Week	1.18
31	Living away from home allowance - (W)	Per Week	618.00
31	Living away from home allowance - (D)	Per Day	88.30
22(ii)	Damage to clothing and tools - insurance to the extent of		2,198.00
20(viii)	Ambulance Service - Uniform provided up to the value of	Per Year	472.33

Table 4 - Apprentices Wages and Allowances

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

Description	Effective Date 01-Jul-2023 \$
Apprentice Bricklayer	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Carpenter	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Electrician	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Fitter / Motor Mechanic	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Painter	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Plumber	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.	
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.	

SCHEDULE 1**Table 1 - Award History**

Public Health Service Employees Skilled Trades (State) Award
(Incorporating the Ambulance Service of NSW Skilled Trades)

Date Published	Volume	Publication No.	Description
21 June 2002	334	C1022	Award
27 July 2002	336	C1407	Variation
4 March 2005	348	C3373	Variation
17 March 2006	358	C3872	Variation
17 March 2006	358	C4108	Variation
17 March 2006	358	C4239	Variation
8 September 2006	360	C4864	Variation

6 October 2006	361	C4732	Variation
17 November 2006	361	C5031	Variation
23 February 2007	362	C5223	Variation
9 March 2007	362	C5301	Variation
8 February 2008	364	C6222	Variation
11 April 2008	365	C6338	Award Review
30 January 2009	367	C6866	Variation
26 February 2010	369	C7403	Variation
30 December 2011	371	C7701	Award
10 August 2012	373	C7799	Award Review Variation

Public Health Service Employees Skilled Trades (State) Award

Date Published	Volume	Publication No.	Description
5 October 2012	374	C7979	Award
16 August 2013	375	C8062	Correction
16 August 2013	375	C8065	Award
3 July 2015	377	C8352	Award
15 April 2016	379	C8528	Award

Public Health Service Employees Skilled Trades (State) Award 2018

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8784	Award

Public Health Service Employees Skilled Trades (State) Award 2019

Date Published	Volume	Publication No.	Description
9 June 2019	385	C8915	Award
23 April 2021	389	C9239	Variation

Public Health Service Employees Skilled Trades (State) Award 2021

Date Published	Volume	Publication No.	Description
8 June 2021	389	C9269	Award

Public Health Service Employees Skilled Trades (State) Award 2022

Date Published	Volume	Publication No.	Description
20 July 2022	393	C9568	Award

SCHEDULE 2

Grounds and reasons

1. The Applicant seek a new award that provides a four (4) percent increase to salary, and a four (4) percent increase to salary related allowances.
2. The new award rolls over existing conditions currently provided by the award and includes a 'no extra claims' clause in the terms contained within Schedule 1 of this application.
3. The new award includes minor corrections and updates to words or phrases in the award that assist with clarifying meaning or expression without changing the intended provision of the term or condition of employment concerned.
4. The new award is intended to apply for one year effective from 1 July 2023, subject to any order or award the Commission may make.

5. The award meets the provisions of the *Industrial Relations Act* 1996 (NSW) and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW) as amended by the Industrial Relations (Public Sector Conditions of Employment) Amendment Regulation 2022 (NSW).

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 214766 of 2023)

Before Chief Commissioner Constant

17 August 2023

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Conditions of Employment
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing rates of Pay
7.	Grading Committee
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Title

This Award shall be known as the Public Hospitals Library Staff (State) Award 2023.

2. Conditions of Employment

The conditions of employment for employees covered by this Award shall be as prescribed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2023, as varied or replaced from time to time.

3. Salaries

Full time Library Staff employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2023, as varied or replaced from time to time.

The classifications of library staff shall be as follows:

Librarian

Library Technician

Library Assistant

4. Definitions

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

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

“Librarian” means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

“Library Technician” means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

“Library Assistant” means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

“Local Health District” means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*, as amended or varied from time to time.

“Union” means the Health Services Union NSW.

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

5. Descriptors

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician

Grade 1 - A para-professional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Librarian

Grade 1 - A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Grade 2 - An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Grade 3 - A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject

knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Grade 4 - A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program or, oversee the operations and systems of a significant unit, team or library service, or may contribute towards the research activities at a tertiary teaching hospital.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

6. Commencing Rates of Pay

- (i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of the rate prescribed for the first year of service as set out in the Health Professional and Medical Salaries (State) Award 2023, as varied or replaced from time to time.
- (ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of the rate prescribed for the second year of service as set out in the Health Professional and Medical Salaries (State) Award 2023, as varied or replaced from time to time.

7. Grading Committee

A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital/Local Health District:

- (i) The grading of any new position or variation of grading of a position as the result of substantial change in the duties and/or responsibilities or any grading anomaly; and
- (ii) The date of the effect of the grading recommended.

Provided that –

- (a) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
- (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.

8. No Extra Claims

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

9. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2023 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Library Staff (State) Award 2022 published 5 August 2022 (392 I.G. 593) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL MEDICAL RECORD LIBRARIANS (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 213757 of 2023)

Before Chief Commissioner Constant

17 August 2023

AWARD

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

1. Definitions

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Salary and Grading Structure

Full time Medical Record Librarian employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2023, as varied or replaced from time to time.

Medical Records Administrator / Medical Records Manager

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

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

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer
- (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
 - (b) the date of effect of the grading recommended. Provided that:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.
- Except as otherwise provided, the matters to be referred to the committee shall be:
- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.
- (iii) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
- (iv) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the

employer, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the employer in connection with their representations.

- (v) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vi) Nothing in this clause shall affect the right of the Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employee under this Award.

4. Labour Flexibility

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

5. Anti-Discrimination

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

NOTES -

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

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

6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2023, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2023, as varied or replaced from time to time, shall also apply to all relevant employees.

7. Dispute Resolution

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

8. No Extra Claims

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

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2023 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Medical Records Librarians Award 2022 published 20 October 2022 (392 I.G. 1353) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

N. CONSTANT *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 213670 of 2023)

Before Chief Commissioner Constant

17 August 2023

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

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

PART B

Table 1 - Monetary Rates - Industry/Skill Level A

Table 2 - Monetary Rates - Industry/Skill Level B

Table 3 - Monetary Rates - School based Trainees

APPENDIX A - INDUSTRY/SKILLS LEVELS**PART A****1. Title**

This Award shall be known as the Public Hospital (Training Wage) (State) Award 2023.

2. Definitions

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

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

"Approved Training" means training undertaken (both on or off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant Training Services NSW. The training will be accredited and lead to qualifications as set out in clause 6, Training Conditions.

"Commission" means the Industrial Relations Commission of New South Wales.

"Health Service" means a Public Health Organisation or the Ambulance Service.

"Industrial Instrument" means an Award of the New South Wales Industrial Relations Commission, Determination made pursuant to section 116A of the *Health Services Act 1997* or an Agreement made pursuant to section 116A of the *Health Services Act 1997*, as amended or varied from time to time.

"Ministry" means the Ministry of Health.

"Parties to a Traineeship Scheme" means the employer organisation and/or the employer and the relevant union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

"Public Health Organisation" means an organisation as defined in section 7 of the *Health Services Act 1997*, as amended or varied from time to time.

"Relevant Award" means an Award/agreement that applies to a Trainee, or that would have applied but for the operation of this Award.

"Relevant Union" means a union party to a relevant Award/Agreement and which is entitled to enrol the Trainee as a member.

"Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this Award and employed in terms of the public hospital Award.

"Traineeship" means a system of training which has been approved by the relevant Training Services NSW and which is being undertaken in a Health Service, either as an employee of that Health Service, or as an employee of another organisation which has allocated the trainee to the Health Service for the period of the traineeship.

"Traineeship Agreement" means an agreement made subject to the terms of this Award between an employer and the Trainee for a Traineeship and which is registered with the relevant Training Services NSW or under the provisions of the appropriate state legislation. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

"Traineeship Scheme" means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or enterprise. A Traineeship Scheme shall not be given approval unless consultation and negotiation with the relevant union(s) regarding the terms of the proposed Traineeship Scheme has occurred. An application for approval of a Traineeship Scheme shall identify the relevant union(s) and demonstrate to the satisfaction of the relevant Training Services NSW that the abovementioned consultation and negotiation has occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

3. Application

- (a) Subject to subclause (c) of this clause this Award shall apply to persons who are undertaking a Traineeship and is to be read in conjunction with any Award of the Industrial Relations Commission of New South Wales or other industrial instrument which covers the terms and conditions of employment of persons performing work in the classifications covered.
- (b) The terms and conditions of any such legally registered Award of the Industrial Relations Commission of New South Wales or other industrial instrument shall apply except where inconsistent with this Award.
- (c) Notwithstanding the foregoing, this Award shall not apply to employees who were employed under any legally registered Award of the Industrial Relations Commission of New South Wales or other industrial instrument prior to the date of approval of a traineeship scheme relevant to the Ministry, except where agreed between the Ministry and the relevant union(s).
- (d) This Award does not apply to Apprentices.

4. Objective

The objective of this Award is to assist with the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Except as provided for in clause 5, Training Conditions, nothing in this Award shall be taken to replace the prescription of training requirements in any relevant Award or other industrial instrument.

5. Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant Training Services NSW in an accredited and relevant Traineeship Scheme.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the trainee and lodged for registration with the relevant Training Services NSW, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant Training Services NSW.

The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

- (c) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the relevant Training Services NSW and training records or workbooks may be utilised as part of this monitoring process.
- (e) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (e.g., literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australia Quality Framework, Certificates at Level 1, or future qualifications at Level 1, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education.

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

- (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australia Quality Framework, Certificates at Level 2, or future qualifications at Level 2, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education.

6. Employment Conditions

- (a) Full-Time Traineeships
 - (i) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant Training Services NSW, the employer and the Trainee may vary the

duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.

- (ii) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
 - (iii) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
 - (iv)
 - (a) The Traineeship Agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
 - (b) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of the relevant Award or other industrial instrument.
 - (c) No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but, must average over the relevant period no less than the amount of training required for non-shift work Trainees.
 - (d) The Trainee salary shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant Award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
 - (v) All other terms and conditions of the relevant industrial instruments that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
 - (vi) All conditions of employment applying to temporary employees under the relevant Health Service Award, other than those specified in this Award, shall apply to Trainees.
 - (vii) A Trainee who fails to complete the Traineeship or who is not offered employment upon the completion of the Traineeship shall not be entitled to any severance payments.
- (b) Full-Time School-Based Traineeships
- (i) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
 - (ii) For the purposes of this Award, a School-Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
 - (iii) School-based trainees are to be paid an amount as detailed in Table 3, School-Based Trainees, of Part B, Monetary Rates.
 - (iv) School-Based Traineeships are part-time and subject to additional conditions.
 - (v) A "school-based Trainee" may be defined as being a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant Training Services NSW and the NSW Education Standards Authority as such.

(c) Part-Time Traineeships

- (i) A Trainee shall be engaged as an employee on a part-time basis by working less than full-time ordinary hours.
- (ii) The salary rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula.

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

Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%).

- (iii) "Full-time salary rate" means the appropriate rate as set out in Part B, Monetary Rates.
- (iv) "Trainee hours" shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (v) "Average weekly training time" is based upon the length of the Traineeship specified in the Traineeship Agreement or the Training Contract as follows:

$$\frac{7.6 \times 12}{\text{Length of the Traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time Trainee whose ordinary hours are 38 per week.

Note 2: The parties note that the Traineeship Agreement will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full days on the job work per week.

- (vi) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time Trainee. All the provisions of this Award shall apply to part-time Trainees except as specified in this clause.
- (vii) A part-time Trainee may, by agreement, transfer from a part-time to a full-time Traineeship position should one become available.
- (viii) The minimum engagement periods specified in the relevant Award shall also be applicable to part-time Trainees.
- (ix) Minimum and maximum hours of work for part-time employees specified in the Relevant Award shall apply to part-time Trainees also. Example of the Calculation for the Salary Rate for a Part-Time Traineeship

Example of the calculation for the salary rate for a part-time traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Relevant Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

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

"Trainee hours" totals 15 hours; these are made up of 11 hours' work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

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

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

(d) Other Conditions

For any other conditions of employment see Health Employees Conditions of Employment (State) Award 2023; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2023; and/or Paramedics and Control Centre Officers (State) Award 2023 as varied or replaced from time to time.

7. Salaries

(a)

- (i) The weekly salary payable to Trainees are as provided in Table 1 - Industry/Skill Level A and Table 2 - Industry/Skill Level B, of Part B, Monetary Rates.
- (ii) These salary rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (iii) The salary rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

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

(c) Appendix A - Industry/Skill Levels sets out the industry/skill level of an approved Traineeship. The industry/skill levels contained in Appendix A are prima facie the appropriate levels but are not determinative of the actual skill levels (i.e. Skill Level A, B, or C) that may be contained in a Traineeship Scheme.

The determination of the appropriate skill level for the purpose of determining the appropriate salary rate shall be made by the relevant Training Services NSW based on the following criteria:

- (i) Any agreement of the parties
- (ii) The nature of the industry
- (iii) The total training plan
- (iv) Recognition that training can be undertaken in stages
- (v) The exit skill level in the relevant Award contemplated by the Traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the Award to seek to have the matters in dispute determined by the Commission.

(d) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:

- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;

- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (iii) not include any period during a calendar year in which a year of schooling is completed.
- (e) At the conclusion of the Traineeship, this Award ceases to apply to the employment of the Trainee and the relevant industrial instrument shall apply to the former trainee.

8. Grievance and Dispute Procedures

- (a) Where any grievance, question, dispute, or difficulty arises it shall be dealt with as close to its source as possible. Where a matter is not resolved, further attempts to resolve the matter must be made at progressively higher levels of authority.
- (b) Reasonable time limits will be allowed at each level for any necessary discussion, investigation and consideration of the matter. Whilst these procedures are continuing the status quo shall remain and no stoppage of work or any other form of ban or limitation of work shall be applied.
- (c) A grievance of an individual employee should firstly be put to their supervisor. At the conclusion of discussions between the employee and the employer, the employer must provide a response to the employee's grievance, and, in the event the matter is not resolved, reasons for not implementing any proposed remedy.
- (d) An employee or employees may be represented by the Union or other appropriate person, and the employer by an industrial organisation, at any stage of these procedures.
- (e) In the event that the matter remains unresolved, the matter may be referred to the Industrial Relations Commission of New South Wales.
- (f) If the question, dispute or difficulty relates to training, the matter may be dealt with under the *Apprenticeship and Traineeship Act 2001* (NSW) as amended from time to time.

9. No Extra Claims

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

10. Area, Incidence and Duration

- (a) This Award shall apply to all classes of trainees in Appendix A - Industry/Skill Levels.
- (b) This Award shall rescind and replace the Public Hospital Training Wage (State) Award 2022 published 20 October 2022 (392 I.G. 1401) and all variations thereof.
- (c) This Award takes effect from 1 July 2023 and shall remain in force for a period of one year. The rates in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2023.

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A:

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

In the period 1 July 2023 to the commencement of the first full pay period on or after 1 July 2023, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2023.

Classification	Rate from ffppoa 01/07/2023 Per week \$
Trainee - Skill/Industry Level A	
Completed Year 10	
School Leaver (50%)	334.68
School Leaver (33%)	382.19
Plus 1 year out of school	445.93
Plus 2 years out of school	523.54
Plus 3 years out of school	597.63
Plus 4 years out of school	683.29
Plus 5 years or more	772.48
Completed Year 11	
School Leaver (33%)	404.25
School Leaver (25%)	445.93
Plus 1 year out of school	523.54
Plus 2 years out of school	597.63
Plus 3 years out of school	683.29
Plus 4 years out of school	772.48
Plus 5 years or more	772.48
Completed Year 12	
School Leaver (33%)	523.54
Plus 1 year out of school	597.63
Plus 2 years out of school	683.29
Plus 3 years out of school	772.48
Plus 4 years out of school	772.48
Plus 5 years or more	772.48

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated salary rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B:

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

In the period 1 July 2023 to the commencement of the first full pay period on or after 1 July 2023, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2023.

Classification	Rate from ffppoa 01/07/2023 Per week \$
Trainee - Skill/Industry Level B	
Completed Year 10	
School Leaver (50%)	334.68
School Leaver (33%)	382.19
Plus 1 year out of school	445.93
Plus 2 years out of school	507.22
Plus 3 years out of school	574.48
Plus 4 years out of school	663.68
Plus 5 years or more	745.93
Completed Year 11	
School Leaver (33%)	404.25

School Leaver (25%)	445.93
Plus 1 year out of school	507.22
Plus 2 years out of school	574.48
Plus 3 years out of school	663.68
Plus 4 years out of school	745.93
Plus 5 years or more	745.93
Completed Year 12	
School Leaver (33%)	507.22
Plus 1 year out of school	574.48
Plus 2 years out of school	663.68
Plus 3 years out of school	745.93
Plus 4 years out of school	745.93
Plus 5 years or more	745.93

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated salary rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - School Based Trainees

In the period 1 July 2023 to the commencement of the first full pay period on or after 1 July 2023, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2023.

Classification	Rate from ffppoa 01/07/2023 Per week \$
Trainee- School Based	
Year 11	411.11
Year 12	445.93

APPENDIX A

(i) Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act 2001 (NSW)* as amended from time to time.

(ii) Industry/Skill Level A

Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care

Certificate III in Allied Health Assistance

Certificate III in Basic Health Care

Certificate III in Non-Emergency Patient Transport

Certificate III in Ambulance Communications (Call-Taking)

Certificate III in Dental Assisting

Certificate III in Health Services Assistance

Certificate III in Pathology Collection

Certificate III in Pathology Assistance

Certificate III in Dental Laboratory Assisting

Certificate III in Hospital/Health Services Pharmacy Support

Certificate III in Sterilisation Services

Certificate III in Health Support Services

Certificate III in Health Administration

Certificate III in Population Health

Certificate III in Indigenous Environmental Health

Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice)

Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care

Certificate IV in Allied Health Assistance

Certificate IV in Ambulance Communications (Dispatch)

Certificate IV in Audiometry

Certificate IV in Dental Assisting

Certificate IV in Operating Theatre Technical Support

Certificate IV in Cardiac Technology

Certificate IV in Hospital/Health Services Pharmacy Support

Certificate IV in Sterilisation Services

Certificate IV in Health Administration

Certificate IV in Health Supervision

Certificate IV in Population Health

Certificate IV in Indigenous Environmental Health

(iii) Industry/Skill Level B

Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care

Certificate II in Emergency Medical Services First response

Certificate II in Health Support Services

Certificate II in Population Health

Certificate II in Indigenous Environmental Health

N. CONSTANT, *Chief Commissioner*

**SOUTH SYDNEY CITY COUNCIL SALARIED OFFICERS AWARD
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 121063 of 2021)

Before Commissioner Sloan

11 September 2023

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the South Sydney City Council Salaried Officers Award 2017 published 28 November 2018 (383 I.G. 887) as varied, be rescinded on and from 11 September 2023.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

SOUTH SYDNEY CITY COUNCIL WAGES STAFF AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 123002 of 2021)

Before Commissioner Sloan

11 September 2023

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the South Sydney City Council Wages Staff Award 2017 published 28 November 2018 (383 I.G. 923) as varied, be rescinded on and from 11 September 2023.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.