



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192624 of 2022)

Before Chief Commissioner Constant

7 July 2022

AWARD

PART A

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PART B - MONETARY RATES

Table 1 - Other Rates and Allowances

PART A

2. Definitions

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

"Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

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

"Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the *Health Services Act 1997*, as amended or varied from time to time.

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

"On Call" means a period an employee is required to make themselves available outside of a normal rostered shift.

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

- (a) a local health district, or
- (b) a statutory health corporation, or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services, and for the purposes of this Award, also includes the Public Health System Support Division of the NSW Health Service.

"Secretary" means the Secretary, NSW Health.

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

"Union" means the Health Services Union NSW.

3. Hours

- (i) This clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Provided that apprentices may commence work on such days before 6.00 a.m. as their trade requires.

Provided that the ordinary hours may be altered by mutual agreement between an employer, the Union and the majority of employees in the Department concerned. The Union's approval will not be unreasonably withheld. When such agreement is reached the ordinary hours thus agreed will not attract any penalty or overtime payment under this Award in addition to the ordinary rate of pay for salary or wages. Entitlements to allowances, including allowances set out under Part B, Monetary Rates, will not be affected.

No apprentice or Adult Apprentice shall be required to perform work which would prevent the apprentice from attending classes as required by the term of his or her apprenticeship.

- (iii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iv) Notwithstanding the provisions of sub-clauses (ii) and (iii) of this clause, the ordinary hours of work for Radiographers and Radiation Therapists, exclusive of meal times, shall be an average of 35 hours per week in each roster cycle.
- (v) Each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.

NOTATION The employer has agreed to advise hospitals that by administrative action such days off duty shall not be preceded by an afternoon or night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.

- (vi) In each roster cycle of 28 days each fulltime employee shall work their ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
 - (a) In each roster cycle of 21 days each employee shall work their ordinary hours of work on not more than 14 days in the cycle; or
 - (b) In each roster cycle of 14 days each employee shall work their ordinary hours of work on not more than nine days in the cycle.
- (vii) The employee's allocated day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by sub-clause (v) of this clause.
- (viii) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable and agreement is not reached in accordance with sub-clause (ix) below, the day must be given and taken in the next cycle immediately following.

- (ix) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (v) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- (x) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by clause 15, Public Holidays, the next working day or another mutually agreed working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay. This provision shall not apply to such positions being worked as broken shifts on 5th September 1963.
- (xiii) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work save and except for employees who are:
 - (a) employed under the NSW Health Service Allied Health Assistants (State) Award 2021, as varied or replaced from time to time; or
 - (b) engaged for less than a whole shift on any one day,

these employees shall be allowed a period of ten minutes only for either a morning or afternoon tea break. This break will be included in the ordinary hours of work.

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts.
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a TAFE college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (including time actually spent in travelling to and from a technical college) shall: -
 - (a) be counted as and included as part of their term apprenticeship; and
 - (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to them under this Award.

3A. Multiple Assignments

(This clause has had application since 13 August 2018)

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

Each of these positions is referred to in this clause as "assignments".

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

Multiple Assignments Within a Single Organisation in the Public Health System

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

Hours, Additional Days Off, and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in clause 3, Hours.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (i.e. full time) in clause 3, Hours, they will be considered as a full time employee for the purposes of the Award and:
 - 1. that employee is entitled to allocated days off in accordance with clause 3, Hours, and
 - 2. clause 9, Overtime and Recall to Work, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this clause they will be treated in accordance with Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees.
 - 1. All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, and
 - 2. Overtime as prescribed in Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees.

Any existing multiple assignments as at 13 August 2018 that exceed 32 hours per week but are less than 38 hours per week shall be allowed to continue under the existing arrangements. All future multiple assignments will comply with the hours provisions.

- (e) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (g) Where overtime is compensated by way of time off in lieu as set out in subclause (xv) of clause 9, Overtime and Recall to Work, that time off in lieu must be taken in the assignment which generated the overtime.

- (h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with paragraphs (c) or (d) of this subclause.

Public Holidays - Rostered Day Off

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under clause 15, Public Holidays, subclause (c). The annual election for the payment arrangements required under subclause 15(d) will be the same for each of the employee's multiple assignments.

Temporary Employees

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

Employees Engaged as Old & Part Time as at 20 September 1994

- (k) Where an employee:
1. has elected to receive the benefits set out in Part 2 of clause, 6 Part-Time Work, Old Part Time Employees and Casual Employees, in relation to an assignment, and
 2. after the date this clause was operative in this Award the employee commences in a second or further permanent part time assignment (as set out in Part 1 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, and their combined total number of ordinary hours worked in all assignments is less than those set out in paragraph (c) of this subclause;

Part 2 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the Award.

- (l) Where an employee:
1. has elected to receive the benefits set out in Part 2 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, in relation to an assignment, and
 2. their combined total number of ordinary hours worked in all assignments is equal to or more than those set out in paragraph (c) of this subclause,

Part 2 of clause 6, Part-Time Work, Old Part Time Employees and Casual Employees, shall not apply to any of their assignments.

Incremental Progression

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

- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with paragraph (i)(b) of clause 16, Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under clause 40, Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (v) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
 - 1. the position/s currently held
 - 2. the facility in which the existing position/s are worked
 - 3. the classification/s under which they are engaged in each position
 - 4. the number of ordinary hours worked in each position
 - 5. any regular additional hours or overtime that is worked in each position
 - 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (w) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
 - 1. the position they have applied for
 - 2. the facility in which the proposed new assignment is to be worked
 - 3. the classification under which they would be engaged in the new assignment
 - 4. the number of ordinary hours to be worked in the proposed assignment

5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (x) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (y) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Organisation in the Public Health System

- (v) Multiple Assignments, that meet the criteria in subclause (i) of this clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are:
- (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
- (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.
- (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under clause 17, Long Service Leave.
- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 40, Maternity, Adoption and Parental Leave.
- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal/Carer's Leave as provided in clause 28.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in clause 28A.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 9, Overtime and Recall to Work, that employee shall continue to receive those benefits until one of the assignments is terminated.

- (i) Where an employee has three or more assignments, one or more of which are in different Organisations in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Organisations in the Public Health System

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

4. Roster of Hours

- (i) This clause shall not apply to persons employed under the Health Managers (State) Award 2021, as varied or replaced from time to time.
- (ii) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees and/or provided electronically where all employees on the roster have access to and capability to use Information Technology. Unless not reasonably practicable, the roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the service of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be paid for at overtime rates. Furthermore, where a change in roster occurs with less than 24 hours' notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (iii) Rosters providing for shift work shall not be introduced into any hospital or health institution or section thereof until such time as the proposals are discussed with the Union by the employer.
- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the Union and the employer. Neither party shall unreasonably withhold its approval.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 3, Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

5. Climatic and Isolation Allowance

- (i) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as follows: - viz; commencing at Tocumwal and thence to the following towns in the order stated - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

Shall be paid an allowance as outlined in Items 1 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as follows: viz; commencing at a point on the right bank of the Murray River opposite Swan Hill (Vic.) and thence to the following towns, in the order stated - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

Shall be paid an allowance as outlined in Item 2 of Table 1 - Other Rates and Allowances of Part B, Monetary Rates,

Provided that an employee shall only be entitled to either Item (i) of (ii) above (but not both).

- (iii) The allowances paid shall be as set out in Items 1 and 2 of Table 1 - Other Rates and Allowances of Part B, Monetary Rates.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.
- (vi) A part-time employee shall be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

6. Part-Time Work, Old Part-Time Employees and Casual Employees

Part 1 - Part-Time Employees (Other than Old Part Time Employees)

- (i) A part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification (Radiographers and Radiation Therapists will be calculated on the basis of one thirty fifth).
- (iii) Persons employed on a part-time work basis may be employed for not less than two or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period, provided that nothing prevents an employee requesting and subsequently entering into a part time work agreement for the employee to work more than 32 and less than 38 hours per week.
- (iv) An employee engaged in part time work is not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 - Old Part-Time Employees

- (i) Employees shall only be engaged as Old Part Time Employee if they were engaged under the provisions contained in this subclause as at 20 September 1994, and who continue to be engaged on such basis.
- (ii) Old Part Time Employees may be employed for not less than eight or more than 30 hours in any full week of seven days, such week to be coincidental with the pay period , and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof (in the case of Radiographers and Radiation Therapists the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).

- (iii) In an emergency Old Part Time Employees may be allowed to work more than 30 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (ii) of this part.
- (iv) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of clause 3, Hours, shall not apply.
- (v) All time worked by Old Part-Time Employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vii) With respect to employees engaged as Old Part Time Workers the provisions of clause 9, Overtime shall not apply, except where provided in sub-clauses (v) and (vi) of this part.
- (viii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the Public Health Organisation. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.

Part 3 - Casual Employees

A. General Provisions

- (i) A Casual employee is an employee engaged as defined by the Health Industry Status of Employment (State) Award as a casual employee.
- (ii) A casual employee will be engaged and paid for the number of hours worked each week at the hourly rate as a full-time employee in the same classification, plus 10 per cent, with a minimum payment of two hours at ordinary pay at the commencement of each shift.
- (iii) With respect to a casual employee, the following provisions shall not apply:

Clause 3(ii) and (xv) with respect to apprentices, and subclauses (vi) to (xi)
 Clause 3A, Multiple Assignments
 Clause 4, Roster of Hours
 Clause 7, Board and Lodging
 Clause 8, Relieving Other Members of Staff
 Clause 9, Overtime and Recall to Work
 Clause 10, On Call
 Clause 11, Penalty Rates for Shift Work and Weekend Work
 Clause 13, Excess Fares and Travelling
 Clause 15, Public Holidays
 Clause 16, Annual Leave
 Clause 17, Long Service Leave - except as provided under paragraph 17(ix)(a)
 Clause 18, Sick Leave
 Clause 20, Termination of Employment
 Clause 28, Family and Community Services Leave and Personal/Carer's Leave - except as provided under Part C of Clause 28.
 Clause 28A, Family Violence Leave - except as provided under subclauses (xi) to (xiii)
 Clause 34, Teleworking
 Clause 35, Workforce Review
 Clause 37, Union Subscriptions
 Clause 38, Telephone Allowance
 Clause 40, Maternity, Adoption and Parental Leave,

Clause 42, Study Leave,
 Clause 43, Trade Union Leave,
 Clause 44, Salary Sacrifice to Superannuation
 Clause 45, Salary Packaging
 Clause 46, Reasonable Hours

- (iv) The following penalty rates apply to casual Employees working such shifts:
- (a) 10% for afternoon shift commencing at 10.00am and before 1.00pm
 12.5% for afternoon shift commencing at 1.00pm and before 4.00pm
 15% for night shift commencing at 4.00pm and before 4.00am
 10% for night shift commencing at 4.00am and before 6.00am
- (b) Weekend work and public holidays:
- 50% for work performed between midnight on Friday and midnight on Saturday
 75% for work performed between midnight on Saturday and midnight on Sunday
 150% for work performed on public holidays
- (v) The shift penalties prescribed in subclause (v)(a) shall be additional to, but not cumulative on the rates prescribed in subclause (ii).
- (vi) The shift penalties outlined in subclause (v)(b) are in substitution for and not cumulative on the shift premiums prescribed in subclause (ii).
- (vii) A casual employee is eligible to claim appropriate allowances (per day/shift/pro rata) prescribed under clause 12, Allowances and Special Working Conditions and clause 32, Infectious Cleaning.

Annual Leave

- (viii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

Long Service Leave

- (ix) For entitlement in respect of long service leave, see *Long Service Leave Act 1955*.

Bereavement Entitlements

- (x) For Bereavement entitlements for casual employees see subclause (i) of Part C of clause 28, Family and Community Services Leave and Personal/Carer's Leave

Personal Carer's entitlement

- (xi) For Personal carer's entitlement for casual employees see subclause (ii) of Part C of clause 28, Family and Community Services Leave and Personal / Carer's Leave.

Family Violence entitlement

- (xii) For Family violence entitlement for casual employees see subclauses (xi), (xii) and (xiii) of clause 28A, Family Violence Leave

7. Board and Lodging

- (i) Deductions from the salary/rates prescribed in the Awards to which these conditions apply are authorised as follows where board and/or lodgings are supplied:
- (a) For board - as set out in Item 3 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for breakfast and for each other meal; provided that the maximum sum that may be

deducted in any one week in the case of an employee entitled to full board shall be as set out in the said Item 3.

- (b) For lodging - as set out in Item 4 of the said Table 1 where the employee is provided with a separate bedroom and as set in the said Item 4 where the employee is required to share a bedroom.
- (ii) No deduction shall be made from the wages of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

8. Relieving Other Members of Staff

- (i) Subject to the provisions of subclause (ii) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- (ii) Where the position being relieved is covered by the Health Managers (State) Award 2021, as varied or replaced from time to time, payment should be made on the following basis:

If an employee is directed to relieve for a period of five consecutive working days or more, on any one occasion, an employee who is in a higher manager level, the employer must pay the relieving employee, for the period of relief, not less than the minimum of the salary band for the senior employee's level, provided that:

- (a) If, in the employer's opinion, the relieving employee merits a higher salary, the employer may pay the relieving employee more than the minimum of the salary band for the senior employee's level; or
- (b) If the relieving employee's normal salary is equal to or more than the minimum of the salary band for the senior employee's level, the employer must pay the relieving employee a rate which is not less than the midpoint between the relieving employee's normal salary and the senior employee's normal salary.
- (c) Where the relieving person is in the same salary band, he/she shall be paid not less than the midpoint between the salary of the relieving officer and the salary of the person relieved.
- (d) Where the relieving manager performs less than the full range of duties of the senior manager, the relieving person shall receive an increase in salary, that increase to be negotiated between the employee and employer.

9. Overtime and Recall to Work

- (i) This clause shall not apply to persons engaged as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (iv) Subject to subclauses (v) - (ix) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.

- (v) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of employees from recall duty.
- (vii) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (viii) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from their place of work.

Provided further that where an employee elects to use their own mode of transport, they shall be paid an allowance equivalent to the Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied or replaced from time to time.

- (xi) When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (xii) An employee who works so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next day or shift.

Shall, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of their employer such an employee resumes or continues to work without having had such eight consecutive hours off duty they shall be paid double time until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (xiii) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (xiv) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, they shall be paid at ordinary time for the time reasonably spent travelling from the hospital or health institution to the employee's home with a maximum payment of one hour.

This subclause shall not apply in the case of recall or where the employee has their own vehicle available for conveyance home.

- (xv) Employees, other than those employees not entitled to overtime as outlined in subclause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
- (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
 - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.
 - (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
 - (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
 - (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three-month period.
- (xvi) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 3 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

10. On Call

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons engaged as Health Manager Level 5 and above.
- (ii) The employer shall advise all employees and the Union of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by their employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in Item 5 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in Item 6 of the said Table 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.

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

11. Penalty Rates for Shift Work and Week-End Work

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award 2021, as varied or replaced from time to time.
- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications working day shift; provided employees undertaking part time work and Old Part Time Employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m. - 10 per cent

Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m. - 12.5 per cent

Night shift commencing at 4.00 p.m. and before 4.00 a.m. - 15 per cent

Night shift commencing at 4.00 a.m. and before 6.00 a.m. - 10 per cent

- (iii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

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

The foregoing paragraph of this subclause shall apply to part-time workers but such workers shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in subclause (i) of Part 2 of clause 6, Part Time Work, Old Part Time Employees and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) Employees working a broken shift shall be paid an additional amount as set out in item 7 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each broken shift and the period of time between the commencement and termination of such shift shall not exceed 12 hours.

12. Allowances and Special Working Conditions

- (i) The provisions of this clause shall not apply to persons engaged under the Health Managers (State) Award 2021.
- (ii) Post-Mortem Allowance: An employee other than a post-mortem assistant or Forensic Technician or Senior Forensic Technician: -
- (a) Who is required to assist in post mortems shall be paid, in addition to their ordinary salary, an allowance as set out in Item 8 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each post-mortem.
- (b) When employees, including post-mortem assistants, are required to attend police post- mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in Item 9 of the said Table 1, or the normal overtime provisions of this Award, whichever is the greater.
- (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in Item 10 of Table 1.
- (d) Employees shall be paid an allowance as set out in Item 11 of Table 1 in respect of each police post-mortem examination performed on a partly decomposed or vermin- infested body.
- (iii) Nauseous Linen Allowance: Employees, other than the Forensic Mortuary Technician and the Senior Forensic Mortuary Technician classifications, shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Refuse Disposal/Incinerators or Furnaces Allowance: Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in Item 13 of Table 1.
- (v) Specific Environmental Allowances
- (a) Employees shall receive an additional duties allowance per week as set out in Item 14 of Table 1 for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
- (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Ministry of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.
- (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in Item 16 of Table 1.
- (vi) Lead Apron Allowance: An employee required to wear a lead apron shall be paid an allowance as set out in Item 17 of Table 1 for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Health Employees' Medical Radiation Scientists (State) Award 2021 or the Health Employees Technical (State) Award 2021, as varied or replaced from time to time.
- (vii) Cash Handling Allowance: An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 18

of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees' Administrative Staff (State) Award 2021, as varied or replaced from time to time. This subclause shall also not apply to employees employed under the NSW Health Service Allied Health Assistants (State) Award 2021, as varied or replaced from time to time.

- (viii) Employees engaged under the Health Employees (State) Award 2021 and the Health Employees Engineers (State) Award 2021, as varied or replaced from time to time, shall be paid the amounts prescribed from time to time under clause 7, Additional Rates, Special Rates and Allowances, of the Public Health Service Employees Skilled Trades (State) Award 2021, as varied or replaced from time to time, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in Item 19 of Table 1 per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
 - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in Item 20 of Table 1 per hour extra.
 - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in Item 21 of Table 1 per hour above the rate prescribed by this Award.
 - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place 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*, as amended or replaced from time to time.
 - (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in Item 23 of Table 1 per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 23 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
 - (f)
 - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in Item 24 of Table 1 whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in Item 25 of Table 1 per hour whilst so engaged.

- (g) Smokeboxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in Item 26 of Table 1 per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 26 per hour extra.
- (h) Wet Places -
- (1) An employee working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid as set out in Item 27 of Table 1 per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 27 per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in Item 28 of Table 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc. - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in Item 29 of Table 1 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in Item 30 of Table 1 per hour.
- (l) Swinging Scaffolds -
- (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in Item 31 of Table 1 for the first four hours whilst so engaged thence as set out in the said Item 31 per hour thereafter.
- (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in Item 32 of Table 1 per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in Item 33 of Table 1 per hour extra with a minimum payment as set out in the said Item 32 per day.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 34 of Table 1 per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in Item 35 of Table 1 per hour whilst so employed.
- (q) Toxic and Noxious Substances -

- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in Item 36 of Table 1 per hour extra.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in Item 37 of Table 1 per hour extra for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health.
 - (4) Employees working in close proximity to employees so engaged shall be paid as set out in Item 38 of Table 1 per hour extra.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid as set out in Item 39 of Table 1 per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award 2021, as varied or replaced from time to time, unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

- (s) Aged Care Allowance - Employees working or required to work in the following hospitals: Allandale and Garrawarra, shall be paid an allowance as set out in Item 40 of Table 1 per hour in addition to all other rates payable under this Award.

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

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award 2021, as varied or replaced from time to time, unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

Provided further that the above disability allowance shall apply to positions under the Health Employees Engineers (State) Award 2021 as varied or replaced from time to time, where the allowance applied to such positions prior to 1 July 1989.

- (t) Mental Health Facility Allowance - An allowance as set out in Item 41 of Table 1 per hour in addition to all other rates payable under this Award shall be paid to those persons employed in psychiatric hospitals (formerly 5th Schedule hospitals) where the above allowance applied to the position prior to 1 July 1989.
- (u) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in Item 42 of Table 1 per hour whilst so engaged.
- (v) Rates not subject to Penalty Provisions - The special rates and allowances herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
- (w) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

- (ix) Apprentices shall be paid each week a tool allowance as set out in item 43 of Table 1.
- (a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
 - (b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.
- (x) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (xi) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xii) A sterilising certificate allowance as set out in Item 48 of Table 1 of this Award applies to employees undertaking linen sterilising duties at HealthShare NSW Linen Services as follows:
- (a) The sterilising certificate allowance will be paid to employees who:
 - (1) hold a recognised and accredited certificate; and
 - (2) perform sterilising duties at least one day per week.
 - (b) The allowance will be paid across all Linen Services.
 - (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.
 - (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
 - (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with a HealthShare NSW state-wide program not extending beyond 12 months. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.
 - (f) The allowance will be adjusted in the future in line with general salary movements for linen service employees.

13. Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the site or campus where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.

- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.
- (iii)
- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary, who will discuss the matter with the Union and will determine the date upon which notice will be given the employee(s).
- (iv)
- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder of this subclause.
 - (b) If a reliever incurs fares in excess of the amount prescribed by Item 49 of Part B, Monetary Rates - Table 1 - Other Rates and Allowances, per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount prescribed by Item 49 of Part B, Monetary Rates - Table 1 - Other Rates and Allowances per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time in item 6 of Table 1 of Part B, Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time, less the amount prescribed by Item 49 of Part B, Monetary Rates - Table 1 - Other Rates and Allowances of this Award.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the employer.

- (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

14. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (ii) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iv) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals an allowance as set out in Item 44 of Table 1 of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced from time to time.
- (v) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 4, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause and subclauses (xii) and (xiii) of clause 3, Hours, shall apply.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

15. Public Holidays

- (i)
 - (a) Public holidays shall be allowed to employees on full pay.
 - (b) Except as provided in this subclause, where an employee is required to and does work on any of the public holidays set out in this subclause, whether for a full shift or not, the employee shall be paid at time and a half extra for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, they may be paid at half time extra for the ordinary rostered hours 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.

Provided further that where an employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (c) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day and any other standard public holiday declared under Section 4 of Part 2 of the *Public Holidays Act 2010* as varied or replaced from time to time.
- (d) Shift workers rostered off duty on a public holiday shall:

- (1) be paid one day's pay in addition to the weekly rate; or
- (2) if the employee elects, have one day added to their period of annual leave.

Provided that the provisions of this subclause shall:

- (3) not apply to employees employed under the Health Managers (State) Award 2021, as varied or replaced from time to time; and
 - (4) only apply to day workers who were employed as at 1 July 2008.
- (e) The election referred to in paragraphs 15(i)(b) and 15(i)(d) is to be made in writing by the employee at the commencement of each year of employment.
 - (f) Provided that an employee who has accrued additional annual leave referred to in paragraphs 15(i)(b) and 15(i)(d), (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (ii) In addition to those public holidays specified in paragraph 15(i)(c), employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas-New Year period or other suitable period as agreed between the employer and the Union and shall be regarded for all purposes of this clause as any other public holiday
 - (iii)
 - (a) Old Part-Time Employees working 30 hours per week over five days, and Part-Time Employees (and those working a part time work arrangement) shall be entitled to public holidays set out in paragraph (i)(b) and subclause (ii) for days in which they would ordinarily be required to work but, for the holiday occurring. Where such employees are required to, and do work on such a public holiday, the employee shall be paid at the rate of double time and one-half for the time worked (but such worker shall not be entitled to the provisions in subclause 15(i) and (ii) that provides for the period worked on a public holiday to be added to their period of annual leave). Such Old Part-Time employees shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.
 - (b) The provisions of subclause (i) and (ii) of this clause shall not apply to Old Part Time Employees engaged under clause 6 - Part 2, provided that such Old Part Time Employees required to and do work on a public holiday defined in (i)(b) and (ii) of this clause, shall be paid at the rate of double time and one-half for the hours worked, but such worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

16. Annual Leave

- (i) Entitlement to Annual Leave
 - (a) All employees: See *Annual Holidays Act 1944* as varied from time to time.
 - (b) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees except for those employees employed under the Health Managers (State) Award 2021 as varied or replaced from time to time.

For the purpose of subparagraph 16(i)(b)(1), "Qualifying period of employment" is a reference to an entitlement to annual holiday on ordinary pay at the end of each year of the worker's employment (i.e. after a 12 month period) as outlined in s3(1) of the *Annual Holidays Act 1944*.

- (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
 - (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
 - (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
 - (4) The calculations referred to in subparagraph (3) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
 - (6) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (ii) On termination of employment, employees shall be entitled to payment for any untaken annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of clause 15, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with paragraphs (a) and (b) of subclause (i) of this clause.
 - (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
 - (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
 - (a) Employees who become entitled to take and do take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*) shall be paid ordinary salary plus either:
 - (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of four weeks ordinary salary, not exceeding an amount equivalent to 17½ % of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time; or;
 - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

- (b) In respect of an employee who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subparagraph (1) of paragraph (a) of this subclause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding that maximum amount calculated for the same broken period, is to be paid to the employee in addition to ordinary salary for the period.
- (c) In respect of a shiftworker, who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and who takes that annual leave in broken periods, the entitlement to annual leave loading and maximum amount are to be calculated in the same way as indicated in paragraph (b) of this subclause for the period of annual leave being taken and compared with the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the employee in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to an employee who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if their employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken that the loading would have applied to had the annual leave not been taken wholly or partly in advance. Shiftworkers already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid loading under this paragraph.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to their credit on resignation (not including retirement), except as provided for in paragraph (i) below.
- (h) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which they had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) Where an employee transfers from one hospital or health institution to another and commences work at the latter hospital or health institution on the next working day following their resignation from the former hospital or health institution and the employee is transferring their accrued annual leave entitlements, the employee shall be eligible for annual leave loading for that year on that annual leave that the loading applies to as if they had not resigned from the former hospital or health institution.

- (j) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (k) In respect of that annual leave elected to be accrued pursuant to the provisions of clause 15, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

17. Long Service Leave

- (i)
 - (a) The provisions of this clause shall not apply to service as a casual employee, except as provided in subclauses (iv) and (v). Continuous service as a casual employee may accrue Long Service Leave as per the *Long Service Leave Act 1995* (NSW), as varied or replaced from time to time.
 - (b) The provisions of this clause shall not apply to Old Part Time Employees as prescribed in clause 6, Part 2, except as provided in subclause (xv)(b) or (xv)(c). Such employees may accrue Long Service Leave as per the *Long Service Leave Act 1995* (NSW), as varied or replaced from time to time.
- (ii)
 - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service and less than 10 years' service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.
 - (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

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

- (iii) For the purposes of subclause (i) of this clause:
- (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 7 of the NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.
 - (b) Broken periods of service with the employer in one or more hospitals shall count as service.
 - (c) Service shall not include -
 - (1) any period of leave without pay, except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six months, taken after the 1 January 1973;
 - (2) any period of part-time service, except as provided for in subclause (xi) of this clause.
 - (3) any period of casual service except as provided in subclause (iii) and (viii) of this clause
- (iv) A period of continuous casual service that merges immediately and without a break with permanent employment at the same public health organisation will be counted as service for the purposes of Long Service Leave accrual under this award on the basis of the same proportion of the hours worked in the period of continuous casual service bears to full time hours.
- (v) Should a casual employee have obtained an entitlement to long service leave under the provisions of the *Long Service Leave Act 1955* then that entitlement will be paid and deducted from any further long service leave entitlement under this award.
- (vi) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (vii) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (viii) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (ix) Health Industry Status of Employment (State) Award
- Employees who are employed under the definitions prescribed by the Health Employees Status of Employment (State) Award as a casual employee, temporary employee, permanent employee and exempt employees will have the entitlement to long service leave as prescribed hereunder:
- (a) Casual employees - the *Long Service Leave Act 1955* applies.

- (b) Temporary Employees
 - (1) Temporary part time employee - in the same manner as a permanent part time employee in the Health Employees Conditions of Employment (State) Award
 - (2) Temporary full-time employee - in the same manner as a full-time employee in the Health Employees Conditions of Employment (State) Award
- (c) Permanent employee in the same manner as a permanent part time or permanent full-time employee in the Health Employees Conditions of Employment (State) Award
- (d) Exempt Employee
 - (1) Part time exempt employee - in the same manner as a permanent part time employee in the Health Employees Conditions of Employment (State) Award
 - (2) Full time exempt employee - in the same manner as a full-time employee in the Health Employees Conditions of Employment (State) Award.
- (x) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (xi)
 - (a) On the termination of employment of an employee, otherwise than by their death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: unless the employee transfers his or her leave entitlement in accordance with the provisions of Section 18 of the NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had their services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

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

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (xii) The provisions of subclauses (i) to (v) of this clause shall not apply to Old Part-Time Employees who receive an adjusted hourly rate (as defined per clause 6, Part 2, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination made under the *Health Services Act 1997*, as amended or replaced from time to time.
- (xiii) A full-time employee shall be entitled to have previous service as an Old Part-Time Employee which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked

each week bears to forty hours, provided the service as an Old Part-Time Employee merges without break with the subsequent full-time service.

A permanent part-time employee shall be entitled to have previous service as an Old Part-Time Employee which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 35 hours for Radiographers and Radiation Therapists and 38 hours for other employees, provided that the service as an Old Part-Time Employee merges without break with the subsequent full-time or permanent part-time service.

- (xiv) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xv) The following provisions shall apply only to employees employed in a hospital at the 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
 - (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (b) An employee employed -
- (1) as an Old Part-Time Employee at the 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to the 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (xi) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior service as an Old Part-Time Employee may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to the 1 January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (c) Provided that full time and service as an Old Part-Time Employees who were employed in a hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old Award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service; provided however, that for Radiographers and Radiation Therapists such leave shall be allowed on the basis of 70 rostered ordinary hours for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
- (a) All periods of sickness shall be certified to by the Medical Superintendent or a person approved by the employer or by a legally qualified Medical Practitioner approved by the employer;

provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employers' opinion the circumstances are such as not to warrant such requirements.

- (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (c) An employee shall not be entitled to sick leave until after three months' continuous service.
- (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this Award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this Award.
- (e) Employees who are employed at the date of the commencement of this Award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 17, Long Service Leave, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
- (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence.

Where practicable such notice shall be given within 24 hours of the commencement of such absence.

- (ii) Employees engaged part-time shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services.

19. Payment and Particulars of Salary

- (i) Wages shall be paid weekly or fortnightly only, except for persons engaged under the Health Managers (State) Award 2021, as varied or replaced from time to time, in which case salary may be paid monthly. Any changes to payment procedures are to be the subject of consultation with the Union.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in Australia as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees no

later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.

- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given one week's notice of termination of employment, in accordance with Clause 20, Termination of Employment, of this Award, shall be paid all moneys due to them 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 20, any moneys due to them shall be paid as soon as possible after such dismissal or termination but, in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees proceeding on Long Service Leave and Annual Leave shall on request be paid in advance prior to commencing such leave. However, where an employee wishes to receive their pay on their usual pay day, this shall be done.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment

- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.

- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subparagraph (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

20. Termination of Employment

- (i) Employees who are employed under the Health Managers (State) Award 2021, as varied or replaced from time to time, shall be required to give one month's written notice of termination of employment. Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof.
- (ii) For other employees, one week's notice of termination of employment shall be given by the employer or the employee, respectively, but when the conduct of an employee justifies instant dismissal, such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice, such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice they shall be paid one week's salary in lieu thereof.

21. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and, where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which should be achieved in all hospitals:

Sanitary Conveniences -

- (a) Reasonable toilet facilities for each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities should be located conveniently to work places, they should be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

Washing and Bathing Facilities-

- (a) Reasonable washing provision by way of basins of suitable impervious material with hot and cold water taps supplied.
- (b) Reasonable number of showers with hot and cold water.

Washing and bathing facilities must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth- faced surface resistant to moisture.

These facilities should be incorporated in or communicated direct with the change room and should not be contained within any closet block.

Change rooms and Lockers -

- (a) Properly constructed and ventilated change rooms equipped with a locker for each employee.
- (b) Sufficient seating should be provided.

Dining Room -

- (a) Well constructed, ventilated and adequately lighted dining room(s).
- (b) Chairs or other seating with back rests.
- (c) Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils should be provided.

Rest Room - A well-constructed and adequately lighted and ventilated rest room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

- (iv) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

22. Inspection of Lockers of Employees

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer appointed by the employer and if practicable a Union Sub-Branch Officer, otherwise by any two officers so appointed by the employer.

23. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefor at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
 - (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee, the employer may pay to such employee the sum set out in Item 45 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates: provided, however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 45 shall be paid to such employee.
 - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance set out in Item 46 of Table 1 shall be paid to such employee.
 - (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.

- (ii) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

24. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit, with the use of eligibility lists in appropriate cases.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may refer the matter to a disputes committee established under clause 26, Dispute Resolution.
- (iii) Eligibility lists are intended to be used in the following manner:
 - (a) The employer may create eligibility lists for all base grade vacant positions.
 - (b) Lists to operate for six months.
 - (c) Eligibility lists may be created
 - (1) of persons willing to perform temporary relief work at short notice.
 - (2) for part-time positions.
 - (3) for full-time positions.
 - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate: -
 - (1) Priority of employment guidelines.
 - (2) Merit.
 - (3) Placement or transfer of excess staff within the Public Health Organisation.
- (iv) If an employee, working in a position on a part time basis on a regular and systematic basis during a calendar period of 12 months, requests to be considered for full-time employment, the Employer, at their discretion, can fill the vacancy by merit, or allow the employee to convert to full-time employment.

25. New Classifications

The employer may create any new classification not covered by the Awards to which these conditions apply at any time and may fix the remuneration thereof but in such circumstances the employer shall advise the Union of such decision within 28 days and give an opportunity to the representatives of the Union to confer with the representatives of the employer as to the rate of wages so fixed for the duties to be performed and the hours the employee is required to work.

26. Dispute Resolution

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital, health institution or service unit or their nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- (ii) If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer (however called) of the Public Health Organisation (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take

place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with subclause (iii) of this clause.

- (iii) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1996* by one of the disputing parties.
- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (v) Unless agreed otherwise by the parties the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose: or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

27. Anti-Discrimination

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

NOTES -

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

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

28. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

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

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

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

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

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

(iv) FACS leave - entitlement

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

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

whichever method provides the greater entitlement.

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

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

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

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

(c) FACS leave is available to employees engaged in part-time work on a pro rata basis, based on the average number of ordinary 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, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

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

(vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

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

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

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

28A. Family Violence Leave

- (i) The provisions outlined in the clause are available to all employees covered by this Award, other than casual employees as defined in subclause (ii) below.
- (ii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in subclauses (xi), (xii) and (xiii) of this clause.
- (iii) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*, as amended or replaced from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (iv) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (v) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (vi) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (vii) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (viii) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (ix) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (x) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

Entitlement for Casual Employees

- (xi) Subject to the evidentiary requirements in subclause (v) of this clause, casual employees who are experiencing family and domestic violence as prescribed in subclause (a) of this clause are entitled to not be available to attend work or to leave work.
- (xii) 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.
- (xiii) 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.

29. Union Representative

An employee appointed Union representative shall upon notification thereof in writing to the employer, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours, to interview the employer on matters affecting employees.

30. Notice Board

The hospital or health institution shall permit a lockable notice board of reasonable dimensions to be erected in a prominent position upon which the Union representative shall be permitted to post Union notices.

31. Blood Count

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may on request to the employer have a blood count carried out.

Employees required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the employer.

32. Infectious Cleaning

- (i) This clause applies to non-clinical employees who in any shift:
 - (a) Perform cleaning duties in infectious areas: or
 - (b) assist in the lifting and/or transporting of infectious patients.
- (ii) For the purposes of this clause:
 - (a) an "infectious area" is one in which transmission-based precautions are required to be used;
 - (b) an "infectious patient" is one in respect of whom transmission-based precautions are required to be used;
 - (c) "transmission-based precautions" are those that are determined to be required in addition to standard precautions, in accordance with NSW Health Policy PD 2017_013 Infection Prevention and Control Policy, as amended or replaced from time to time;
 - (d) an employee "performs cleaning duties" if they are employed in a role in which cleaning is the predominant or substantial responsibility. It does not encompass cleaning tasks that are incidental to, even if required as a consequence of, an employee's core responsibilities;
 - (e) an employee "assists in the lifting and/or transporting" of an infectious patient if they perform duties such as:
 - (1) assisting to lift the patient out of bed, including through the use of lifting equipment, for showering or other personal health tasks;
 - (2) transporting the patient within the ward, such as to the bathroom, or to other areas within the same Health Institution or Hospital;
 - (3) transporting deceased patients to a mortuary; or
 - (4) transporting patients in a motor vehicle.
- (iii) Employees who perform the duties described in subclause (i) will be paid an allowance as set in Item 47 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates. The allowance is payable once per

shift, regardless of whether the employee performs the duties described in subclause (i) on more than one occasion during the shift.

- (iv) Employees are to be given the option of working in an infectious area (including working with an infectious patient). In the event of an employee declining to work in the infectious area, hospitals are to seek guidance from the employer.
- (v) Employees will be given training in infection control procedures, in accordance with NSW Health Policy PD 2017_013 Infection Prevention and Control Policy, as amended or replaced from time to time.

33. Labour Flexibility

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

34. Teleworking

- (i) "Teleworking" is the performance of job related work at a site away from the normal work location.
- (ii) Subject to agreement between the employer and the Union, teleworking may be introduced.

35. Workforce Review

Any proposal to reorganise a Department or service that will significantly affect employees covered by the Union will be the subject of genuine consultation with the Union.

36. Child Care

The parties agree to work together to examine methods of addressing the childcare needs of employees.

37. Union Subscriptions

The employer agrees, subject to prior written authorisation by Union members, to deduct Union subscriptions from the pay of the authorising members and remit to the Union.

38. Telephone Allowance

- (i) An employee required to answer emergency telephone calls on their private telephone outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.
- (ii) Provided that, where an employee is required to answer out of hours telephone calls on their private telephone on a relief basis they shall be paid one-twelfth of their yearly telephone rental for each month or part thereof they are so employed.

39. Exemptions

This Award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in Schedule 3 of the *Health Services Act 1997*.
- (b) Employees of Stewart House Preventorium.

40. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

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

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

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

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

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

(v) Applications

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

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

(vi) Variation After Commencement of Leave

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

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

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

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

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

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

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under 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 permanent part-time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

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

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

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

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

Paid adoption leave may be paid: -

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(iv) Applications

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

(v) Variation after Commencement of Leave

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

(vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

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

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

As per maternity leave conditions.

D. Right to Request

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

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under 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 full-time weekly hours of work.
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full-time employees. Therefore, the payment of any part-time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 6, Part 2, of this Award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

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

the employee or employee's spouse is pregnant; or

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

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

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

(d) Liability for Superannuation Contributions

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

41. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

42. Study Time

- (i) Eligibility - Study time may be granted by the employer to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the employer.

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to their employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course they should discuss the proposal with the employer and secure approval before making any final arrangements for enrolment or registering for the course.

The employer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the New South Wales public health system, before giving the approval and committing the employer to support in the form of study time. The employer should, too, ensure that such study time will not interfere with the maintenance of the Public Health Organisation's essential service, nor require the employment of additional staff.

The application form for study time can be obtained from the employee's Public Health Organisation.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (ii) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (see Section 6 of the NSW Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time).
- (iii) Extent of Entitlement - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.

This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to sub-clause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

The employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in subclause (vii) of this clause.

- (iv) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

The employer, in giving approval for the accrual of study time, should ensure that the Public Health Organisation will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.

However, where approval is initially given, the employer is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence then becomes inconvenient. If the employer declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the staff after the commencement of the course year (e.g. by transfer from another Public Health Organisation) may apply on 1 July of that year to accumulate their study time.

- (vi) External Studies - Employees may enrol, subject to approval by the employer, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

- (vii) Part-Time Higher Degree Studies - The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee subject to the convenience of the employer:

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
 - (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the employer is satisfied that the nature and progress of the research warrants further study time.
 - (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.
 - (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees Attending Terminal Examinations in Approved Tertiary Courses May be Granted Pre-Examination and Examination Leave on the following basis: -

Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.

In the case of half day examination leave in the afternoon the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Where an examination is conducted within the normal class timetable during term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

43. Trade Union Leave

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Paid Special Leave - Paid special leave is available for attendance at:
 - (a) annual or bi-annual conferences of the delegate's union; and
 - (b) meetings of the union's executive/Committee of Management; or
 - (c) annual conference of Unions NSW; or
 - (d) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.
- (iv) Responsibilities of the Union Delegate - Responsibilities of the union delegate are:
 - (a) to establish accreditation as a delegate with the union;
 - (b) to provide sufficient notice of absence to the employer; and
 - (c) to lodge a formal application for special leave.
- (v) Responsibilities of the Union - Responsibilities of the union are:
 - (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
 - (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
 - (c) to provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the Employer - Responsibilities of the employer are:
 - (a) to release the accredited delegate for the duration of the conference or meeting;

- (b) to grant special leave (with pay); and
 - (c) to ensure that the duties of the absent delegate are performed in their absence, if appropriate.
- (vii) Period of Notice - Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

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

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

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

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

44. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries as varied from time to time, prescribed in the Awards identified in clause 49, Area, Incidence and Duration, of this Award, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 45, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

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

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

45. Salary Packaging

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

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

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

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

46. Reasonable Hours

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

47. Induction and Orientation

The employer agrees that Orientation/Induction shall be provided to all employees covered by this Award. The employer further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

48. No Extra Claims

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

49. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The allowances in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health Employees Conditions of Employment (State) Award 2021 published 29 October 2021 (390 I.G. 964) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained in the following so listed Awards, as varied or replaced from time to time, employed in the NSW Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the Country of Yancowinna.

Health Employees (State) Award 2021

Health Employees General Administrative Staff (State) Award 2021

Health Employees Administrative Staff (State) Award 2021

Health Employees Technical (State) Award 2021

Health Employees Engineers (State) Award 2021

Health Employees Pharmacists (State) Award 2021

Health Employees Medical Radiation Scientists (State) Award 2021

Health Employees Computer Staff (State) Award 2021

Health Managers (State) Award 2021

Health Employees Interpreters (State) Award 2021

Public Hospital Residential Services Assistant (State) Award 2021

NSW Health Service Allied Health Assistants (State) Award 2021

NSW Health Service Health Professionals (State) Award 2021 in relation to diversional therapists and orthotists/prosthetists only.

- (iv) This Award includes changes made, with effect from 19 April 2018, in respect of cl. 3(xiii); cl. 12(vii); and cl. 49(iii) in consequence of the making of the NSW Health Service Allied Health Assistants (State) Award 2018.

PART B**MONETARY RATES****Table 1 - Other Rates and Allowances**

Item	Clause	Description	Rate to apply from to ffppoa 01/07/2021 \$	Rate from ffppoa 01/07/2022 \$
1	5(iii)	Climatic and Isolation Allowance - Time and Half Zone	4.81	5.06
2	5(iii)	Climatic and Isolation Allowance - Double Zone	9.60	10.09
3	7(ii)(a)	Board & Lodging		
		Breakfast	4.40	4.40
		Other Meals	8.40	8.40
		Maximum one week	135.10	135.70
	7(ii)(b)	Separate Room	62.80	63.10
		Shared Room	39.30	39.50
5	10(iii)	On Call		
		On Call – Allowance (per 24 hours)	26.35	27.02
6	10(iv)	On Call - Allowance - rostered days off (per 24 hours)	51.94	53.25
7	11(v)	Broken Shift (per shift)	13.00	13.30
8	12(ii)(a)	Post-Mortem		
		Post-mortem (each)	12.60	12.90
		Post-mortem Assistants		
9	12(ii)(b)	Assist at each Internal exam	112.20	115
		Assist at each External exam	69.70	71.50
10	12(ii)(c)	Excluding Post-mortem Assistants		
		Assist at each Internal exam	41.50	42.50
		Assist at each External exam	25.90	26.60
11	12(ii)(d)	Post-mortem (partly decomposed/ vermin infested) (each)	6.71	6.88
12	12(iii)	Maintenance		
		Handling linen-nauseous nature (per shift)	4.83	4.95
13	12(iv)	Sorting of Incinerators, etc. (per hour)	0.43	0.44
14	12(v)(a)	Maintenance and Supervision (per week)	13.01	13.34
15	12(v)(b)	Offensive work (per week)	3.48	3.57
16	12(v)(c)	Sewerage chokages, etc. (per day)	see note **	see note **
17	12(vi)	Wearing of lead apron (per hour)	2.13	2.18
18	12(vii)	Handling of money (per week)	21.10	21.60
19	12(viii)(a)	Cold Places (per hour)	see note **	see note **
20	12(viii)(b)	Confined spaces (per hour)	see note **	see note **
21	12(viii)(c)	Dirty Work (per hour)	see note **	see note **
22	12(viii)(d)	Height money (per hour)	see note **	see note **
23	12(viii)(e)	Hot Places 46 degrees - 54 degrees (per hour)	see note **	see note **
		Over 54 degrees (per hour)	see note **	see note **
24	12(viii)(f)(1)	Insulation Material (per hour)	see note **	see note **
25	12(viii)(f)(2)	Asbestos (per hour)	see note **	see note **
26	12(viii)(g)	Smoke Boxes (per hour)	see note **	see note **
		Oil Fired Smoke Boxes (per hour)	see note **	see note **
27	12(viii)(h)(1) & (2)	Wet Places - other than rain (per hour)	see note **	see note **
		Rain (per hour)	see note **	see note **

28	12(viii)(i)	Mud Allowance	(per day)	see note **	see note **
29	12(viii)(j)	Acid Furnaces, etc.	(per hour)	see note **	see note **
30	12(viii)(k)	Depth money	(per hour)	see note **	see note **
31	12(viii)(l)	Swinging Scaffold			
		- first four hours	(per hour)	see note **	see note **
		- thereafter	(per hour)	see note **	see note **
32	12(viii)(m)	Spray application	(per hour)	see note **	see note **
33	12(viii)(n)	Roof Work	(per hour)	see note **	see note **
		- minimum per day	(per hour)	see note **	see note **
34	12(viii)(o)	Explosive-powered tools	(per day)	see note **	see note **
35	12(viii)(p)	Morgues-other than P.M. Assist	(per hour)	see note **	see note **
36	12(viii)(q)(1)	Toxic, Obnoxious Substances- Epoxy		see note **	see note **
		- epoxy materials	(per hour)	see note **	see note **
37	12(viii)(q)(2)	Toxic, obnoxious substances - Air Conditioner.		see note **	see note **
		- not operating	(per hour)	see note **	see note **
38	12(viii)(q)(4)	Close proximity to above	(per hour)	see note **	see note **
39	12(viii)(r)	Areas with Psychiatric patients	(per hour)	see note **	see note **
40	12(viii)(s)	Geriatric Allowance		see note **	see note **
		- Allandale & Garrawarra	(per hour)	see note **	see note **
		- Lidcombe	(per hour)	see note **	see note **
41	12(viii)(t)	Mental Institutions Allowance	(per hour)	see note **	see note **
42	12(viii)(u)	Animal House	(per hour)	see note **	see note **
43	12(ix)	Tool Allowance	(per week)	9.55	9.79
44	14(iv)	Meals*	(each)	31.95	31.95
45	23(i)(c)	Uniform	(per week)	4.69	4.93
		Uniform-with cardigan & shoes	(addit. per week)	1.78	1.87
46	23(i)(d)	Uniform – laundering	(per week)	5.30	5.57
47	32	Infectious Cleaning	(per shift)	6.13	6.29
48	12(xii)	Sterilising Certificate	(per week)	9.65	9.89
			(per day)	1.90	1.95
49	13(iv)(b)	Excess Fares Cap	(per day)	5.24	5.51

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

**Allowances payable are determined as per movements occurring from time to time within the Public Health Service Skilled Trades (State) Award 2021, as varied or replaced from time to time.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192496 of 2022)

Before Chief Commissioner Constant

13 July 2022

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

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

"Union" means the Health Services Union NSW.

2. Salaries

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

3. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

4. Dispute Resolution

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

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

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the second column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.

- (ii) This Award rescinds and replaces the Health Employees Computer Staff (State) Award 2021 published 8 April 2022 (391 I.G. 828) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from ffppoa 01-Jul-2021 Per annum \$	Rate from ffppoa 01-Jul-2022 Per annum \$
Computer Manager		
Grade 1		
1st Year	103,677	106,300
2nd Year	106,794	109,496
3rd Year	110,438	113,232
4th Year	113,539	116,412
5th Year	117,673	120,650
6th Year and Thereafter	120,791	123,847
Grade 2		
1st Year	117,673	120,650
2nd Year	120,791	123,847
3rd Year	127,056	130,271
4th Year and Thereafter	133,289	136,661
Analyst		
1st Year	84,931	87,080
2nd Year	87,587	89,803
3rd Year	91,125	93,430
4th Year	93,761	96,133
5th Year	96,989	99,443
6th Year and Thereafter	99,615	102,135
Senior Analyst		
1st Year	103,677	106,300
2nd Year	106,794	109,496
3rd Year	110,438	113,232
4th Year	113,539	116,412
5th Year	117,673	120,650
6th Year and Thereafter	120,791	123,847
Programmers		
Trainee		
1st Year	48,962	50,201
2nd Year	50,378	51,653
3rd Year	52,351	53,675
4th Year	53,675	55,033
5th Year	55,008	56,400
6th Year	56,908	58,348
7th Year	58,902	60,392
8th Year	60,944	62,486
9th Year and Thereafter	64,672	66,308

Programmer		
1st Year	68,288	70,016
2nd Year	72,289	74,118
3rd Year	76,806	78,749
4th Year	84,931	87,080
5th Year	91,125	93,430
6th Year and Thereafter	93,761	96,133
Supervisor		
1st Year	96,989	99,443
2nd Year	99,616	102,136
3rd Year	103,677	106,300
4th Year and Thereafter	106,794	109,496
Computer Operator		
Grade 1		
1st Year	50,378	51,653
2nd Year	52,351	53,675
3rd Year	53,675	55,033
4th Year and Thereafter	55,008	56,400
Grade 2		
1st Year	56,908	58,348
2nd Year	58,902	60,392
3rd Year and Thereafter	60,944	62,486
Senior		
Grade 1		
1st Year	64,672	66,308
2nd Year	66,267	67,944
3rd Year	68,288	70,016
4th Year and Thereafter	69,979	71,749
Grade 2		
1st Year	72,289	74,118
2nd Year	74,065	75,939
3rd Year	76,806	78,749
4th Year and Thereafter	78,932	80,929
Field Implementation Officer		
1st Year	72,289	74,118
2nd Year	74,065	75,939
3rd Year	76,806	78,749
4th Year and Thereafter	78,932	80,929
Network Analyst		
1st Year	75,401	77,309
2nd Year and Thereafter	77,736	79,703

N. CONSTANT, *Chief Commissioner*

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HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192544 of 2022)

Before Chief Commissioner Constant

7 July 2022

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

"Union" means the Health Services Union NSW.

2. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

3. Salaries and Wages

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

4. Dispute Resolution

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

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

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. 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.

- (ii) This Award rescinds and replaces the Health Employees General Administrative Staff (State) Award 2021 published 8 April 2022 (391 I.G. 849) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate to apply from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
General Administrative		
Grade 1	1,093.55	1121.22
Grade 2	1,137.73	1166.51
Grade 3	1,177.64	1207.43
Grade 4	1,217.54	1248.34
Grade 5	1,238.38	1269.71
Grade 6	1,278.71	1311.06
Grade 7	1,322.49	1355.95
Grade 8	1,398.18	1433.55
Grade 9	1,525.16	1563.75
Grade 10	1,573.88	1613.70
Grade 11	1,652.80	1694.62
Grade 12	1,768.38	1813.12
Grade 13	1,895.91	1943.88
Grade 14 and Thereafter	2,016.57	2067.59
Special Grade		
Special Grade - R.P.A. - Services Manager	2,082.59	2135.28
Special Grade - R.P.A. - Supply Manager	2,518.41	2582.13

N. CONSTANT, *Chief Commissioner*

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HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192172 of 2022)

Before Chief Commissioner Constant

20 July 2022

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

Clause No.	Subject Matter
5	Anti-Discrimination
7	Area, Incidence and Duration
3	Conditions of Employment
1	Definitions
4	Dispute Resolution
6	No Extra Claims
2	Salaries

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

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

"Interpreter" means a person appointed as such.

"NAATI" means the National Accreditation Authority for Translators and Interpreters.

"Union" means the Health Services Union NSW.

2. Salaries

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

Provided that an Interpreter Grade 1 who achieves NAATI certification as a Certified Provisional Interpreter shall subject to the following conditions be promoted to Grade 2 with effect from the first pay period of the month following the successful completion of the course:

- (i) Satisfactory service and a recommendation to the employer:

- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2.

Progression to Interpreter Grade 3 shall be dependent upon -

- (i) officers having achieved NAATI certification as a Certified Interpreter; and
- (ii) the Officer having completed 12 months' service as an interpreter with the employer or such other service deemed by the employer as being equivalent thereto; and
- (iii) the Officer having demonstrated competency at operational level to warrant payment at Grade 3.

Interpreter In Charge - An employee appointed to the position of Interpreter in Charge shall receive a rate equal to the Interpreter - Grade 2 - 5th year of service and thereafter rate; plus an allowance equivalent to the current team leader's allowance as varied from time to time; provided that if an employee employed as an Interpreter - Grade 3 is appointed to the position of Interpreter in Charge they shall be paid their appropriate rate as an Interpreter - Grade 3, plus an allowance equivalent to the current team leader's allowance as varied from time to time.

3. Conditions of Employment

The Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

4. Dispute Resolution

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

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

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

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the second column in Table 1 in Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health Employees' Interpreters' (State) Award 2021 published 8 April 2022 (391 I.G. 852) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate to apply from ffppoa 01/07/2021 Per annum \$	Rate from ffppoa 01/07/2022 Per annum \$
1st Year	49,460	50,711
2nd Year	50,840	52,126
3rd Year	52,910	54,249
4th Year	54,280	55,653
Grade 2		
1st Year	59,435	60,939
2nd Year	61,232	62,781
3rd Year	62,791	64,380
4th Year	64,412	66,042
5th Year	66,012	67,682
Grade 3		
1st Year	68,958	70,703
2nd Year	70,740	72,530
3rd Year	73,032	74,880

4th Year	74,887	76,782
Co-ordinator Interpreter Services		
1st Year	81,989	84,063
2nd Year	85,346	87,505
3rd Year	88,336	90,571
4th Year	92,620	94,963

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192367 of 2022)

Before Chief Commissioner Constant

13 July 2022

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

PART A

1. Definitions

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

"Health Service" means a Local Health District constituted under section 17 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 41 of that Act, and an Affiliated Health Organisation recognised under section 62 of that Act, as amended or varied from time to time.

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

"MRPB" means the Medical Radiation Practice Board of Australia.

"SPP" – Supervised Practice Program

"Union" means the Health Services Union NSW.

"MEDICAL RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)"

"Diagnostic Radiographer" means a person who holds a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds a Statement of Accreditation issued by the Australian Institute of Radiography. From 1 July 2012 Diagnostic Radiographers are required to hold registration with the MRPB.

MRS (Diagnostic Radiographer) Qualifications:

Bachelor of Medical Radiation Science (Diagnostic Radiography).

Bachelor of Applied Science (Medical Radiation Science) - (Diagnostic Radiography).

Successful completion of a Diagnostic Radiography course recognised by the employer and the MRPB.

Accreditation by the Australian Institute of Radiography (AIR). From 1 July 2012, must hold registration with the MRPB.

LEVEL 1

Progression from Level 1 to Level 2 is automatic upon completion of the SPP (full-time or part-time equivalent) in an approved department. The MRS at this level must have been granted provisional accreditation by the AIR. From 1 July 2012, the MRS at this level must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the SPP completion anniversary date.

The Medical Radiation Scientist (MRS) (Diagnostic Radiographer) at this level is employed in an approved department during their first-year post-graduation from a recognised university undergraduate course. This year may be referred to as their Provisional Development Year or PDY.

The MRS (Diagnostic Radiographer) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety (WHS), manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

LEVEL 2 (Years 1 - 5)

Progression through Level 2 is automatic and occurs annually on the MRS' (Diagnostic Radiographer) anniversary. This level also maintains those who are still on the "thereafter" rate.

To satisfy the criteria for progression to Level 2 the MRS (Diagnostic Radiographer) will have completed the requirements for their SPP.

The MRS (Diagnostic Radiographers) at this level:

Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including quality improvement/ assurance programmes, work health and safety issues and radiation safety.

Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology and continue to develop their knowledge regarding work health and safety issues (e.g. manual handling, infection control, etc.).

Demonstrates significant ongoing commitment to continuing professional education and actively participates in undergraduate student education and departmental in-service lectures.

LEVEL 3

Grade 1 (Years 1 - 2: Specialist MRS)

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 1, Year 2.

An MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years' experience post accreditation or registration (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers (Level 4 or above) and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) or their representative will assess the application.

The relevant Health Service may also establish such positions at Level 3, Grade 1 or 2 as it deems appropriate from time-to-time.

The profession of MRS (Diagnostic Radiography) is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the criteria listed below.

MRS (Diagnostic Radiographers) seeking appointment to Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in complex clinical procedures including but not confined to:

- Education
- Applied Computer Science (including PACS)
- Paediatrics
- Clinical Supervisor
- QA
- Radiation Safety & Assessment
- CT
- Angiography
- Intra-operative interventional techniques
- MRI
- Ultrasound
- Mammography/Breast Imaging
- General/Trauma Radiography
- Dental Imaging
- Software development and application.

In addition, MRS (Diagnostic Radiographers) at this level are expected to:

Demonstrate a level of participation in teaching programs within and/or outside the establishment. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers and the public in a field relevant to Diagnostic Radiography.

Demonstrate an ability to supervise and be responsible for other MRS' (Diagnostic Radiographers).

Demonstrate an ability to supervise and assess clinical experience of MRS (Diagnostic Radiography) undergraduate students. Provide liaison between the universities and the clinical setting.

Be able to demonstrate active participation and involvement in development of techniques through associated reports, presentations, conferences, publications or workplace in-service lectures.

Contribute to Quality Assurance activities.

Display judgement and demonstrate a high level of initiative and independence in problem solving; or

Possess a post graduate certificate in a relevant area of specialisation.

LEVEL 3

Grade 2 (Years 1 - 2: Consultant MRS)

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 2, Year 2.

The MRS (Diagnostic Radiographer) after not less than the completion of 12 months service at Level 3, Grade 1, Year 2 may apply to the Chief MRS (Diagnostic Radiographer) for personal progression to Level 3, Grade 2. The applicant will be assessed by a panel of at least three Chief MRS' (Diagnostic Radiographers) or their representatives.

The MRS (Diagnostic Radiographer) at this level will have extensive clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above). They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS (Diagnostic Radiographers) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports by Senior MRS (Diagnostic Radiographers) Level 4 or above and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS. (Diagnostic Radiographer). This wider acknowledgment of their expertise may be for example, in publications in peer-reviewed journals.

The MRS (Diagnostic Radiographer) Level 3, Grade 2 may also be designated as the Clinical Imaging Educator/Tutor.

This position would be responsible to the Chief MRS (Diagnostic Radiographer) for the identification, provision and delivery of continuing education for MRS (Diagnostic Radiographers) with both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the educator/tutor function for undergraduates on clinical placement and MRS (Diagnostic Radiographers) undergoing the SPP.

LEVEL 3

Grade 3

The MRS (Diagnostic Radiographer) at this level must have obtained an appropriate recognised postgraduate diploma allied to their area of expertise. This refers to post graduate diploma in areas such

as (but not restricted to) ultrasound, CT, MRI, mammography, angiography, QA, management, education, research or IT. Such applicable diplomas must be relevant to the area of specialisation.

LEVEL 4

Grade 1 (Years 1 - 2: Section Manager/Assistant Chief MRS/Sole Chief MRS)

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 4, Grade 1 Year 2.

An MRS (Diagnostic Radiographer) at this level would manage the operations of a section or functional unit (specialist or general) within the Diagnostic Radiology department and discharge the associated administrative duties. These operations include day to day management, throughput and patient care, patient scheduling as well as immediate staffing. The MRS (Diagnostic Radiographer) would be responsible to the Assistant Chief MRS (Assistant Chief Diagnostic Radiographer) or the Chief MRS (Chief Diagnostic Radiographer) for the overall QA, organisation, activities and maintenance of standards within the particular specialised section; or

MRS (Diagnostic Radiographers) at this level may be a sole Chief MRS (Diagnostic Radiographer) responsible to a Health Manager for both the clinical and financial management of the Imaging Department; or

An MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated department staff e.g., clerical, hospital assistants, etc; or

Possess a Master's Degree in an area of Medical Radiation Science specialisation which is relevant to medical imaging and which will benefit the profession. Eligibility requires a minimum of three years equivalent clinical practice after successful completion of a SPP.

LEVEL 4

Grade 2

An MRS (Diagnostic Radiographer) at this level would manage an area of the Diagnostic Radiology department with at least two specialist modalities such as 2 CT units or 2 Angiographic units; or

Two imaging sections within a tertiary referral teaching hospital e.g., Operating Suite and General Radiography.

In a department of only one specialist modality it may be appropriate to have only one position at this level, but the focus of the position would be the decision of the relevant Health Service.

The areas referred to in this section would include a number of imaging sections or units, such as all CT units or all angiographic units. The manager of the area would have the responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, creation of protocols for scheduling and training, overall waiting list management and ensuring all resources are used in the most effective manner; or

The MRS (Diagnostic Radiographer) at this level may be a Chief MRS (Diagnostic Radiographer) who manages a department with 2-3 FTE MRS (Diagnostic Radiographers) in addition to other associated department staff e.g., clerical, hospital assistants; or

The MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 8-14 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff e.g., clerical, hospital assistants, etc.

At this level the MRS (Diagnostic Radiographer) will have the duties and responsibilities of an MRS Section Manager (Level 4 Grade 1) but possess a post graduate diploma or Master's degree in an area of

relevance to their position. The post graduate diploma/Master's degree will have been completed after a minimum four years clinical experience. Such a position is to receive accelerated progression to Level 4, Grade 2, Year 2.

LEVEL 5

Grade 1

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc; or

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 15 - 19 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc; or

At this level the MRS (Diagnostic Radiographer) is responsible for coordinating and managing a complex function for example, but not limited to: IT, PACS/RIS, CT, US etc. across a Local Health District(s); or

Has completed a PhD in a relevant area of specialisation.

LEVEL 5

Grade 2

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 8-14 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc; or

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

LEVEL 5

Grade 3

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 15-19 FTE MRS (Diagnostic radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc; or

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with more than 24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants etc.

LEVEL 6

Grade 1

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants etc.

LEVEL 6**Grade 2**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 25-30 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

LEVEL 6**Grade 3**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 31 or more FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g., clerical, hospital assistants, etc.

NB: FTEs refer to establishment radiographer positions only.

"MEDICAL RADIATION SCIENTIST (MRS) (NUCLEAR MEDICINE)"

An MRS (Nuclear Medicine) means a person who has acquired a Bachelor of Applied Science in Medical Radiation Science - Nuclear Medicine or equivalent qualifications recognised by the MRPB and currently holds a radiation license under the *Radiation Control Act* 1990. From 1 July 2012, an MRS (Nuclear Medicine) must hold registration with the MRPB. Employees employed as MRS (Nuclear Medicine) are classified into six levels as follows:

LEVEL 1 - SPP MRS (Nuclear Medicine)

The MRS (Nuclear Medicine) at this level are employed in an Australian and New Zealand Society of Nuclear Medicine (ANZSNM) approved department during their first-year post graduation from a university undergraduate or postgraduate course/program recognised by the MRPB. This year may be referred to as their Supervised Practice Program (SPP).

The MRS (Nuclear Medicine) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety, and manual handling.

Progression from Level 1 to Level 2 is upon completion of their SPP (full-time or part-time equivalent) in an approved department. The MRS (Nuclear Medicine) SPP must also have been granted accreditation with the ANZSNM.

NB. The level 2 progression shall be retrospective to their successful completion of their SPP.

LEVEL 2 (Years 1 - 5)

The MRS (Nuclear Medicine) at this level has completed at least one-year full-time employment or equivalent in an ANZSNM approved Department and obtained their accreditation.

The MRS (Nuclear Medicine) at this level:

Demonstrates independent and significant professional knowledge and judgement when performing clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex Nuclear Medicine procedures including Quality Improvement / Assurance programmes.

Is expected to provide a high level of patient care and continue to develop their knowledge regarding workplace safety issues (e.g. manual handling, work health and safety).

Demonstrates significant ongoing commitment to continuing education and participates in undergraduate student education and departmental in-service lectures

Progression through Level 2 is automatic and occurs annually on the MRS' (Nuclear Medicine) anniversary of accreditation or registration.

LEVEL 3

Grade 1 (Years 1-2: Specialist MRS (Nuclear Medicine))

The MRS (Nuclear Medicine) may apply for a personal regrading to this level after not less than two years' experience post accreditation or registration (full-time or part-time equivalent). The MRS (Nuclear Medicine) must display a suitable level of professionalism, as determined by their peers, and develop competency in at least one essential criterion and 3 desirable criteria from the list below. A panel of at least three Chief MRS (or their representative) will assess the application.

Essential Criteria

Undertake relevant workplace academic postgraduate certificate, diploma or higher qualification or other 'relevant' professional qualifications i.e. Ultrasound, BMD, CT (hybrid course); or

Develop a high level of competency within area/s of specialty with a minimum of 12months (not necessarily continuous) experience in those relevant area/s. Areas of specialty may include: Education, applied computer science (including PACS), paediatrics, clinical supervisor, QA, Radiopharmacy, software development and application etc; or

Develop a consistently high standard of practice within the profession and has proven problem solving skills. The MRS (Nuclear Medicine) at this level should also be actively involved in the organisation and management of the workplace (e.g. Staff mentoring, IT duties, Staff Appraisals, QA, QC).

Desirable Criteria

Demonstrated high standard of practice within the profession, through the active involvement in areas such as conferences, lectures, seminars, continuing education or professional development.

Published papers, presentations or preparation of significant reports.

Active involvement in workplace in-services.

Contributes to the establishment of clinical protocols and development of techniques.

Demonstrate competency in, and a detailed knowledge of complex clinical procedures

Demonstrates an ability to supervise and assess clinical experience of MRS undergraduate students.

Involved in department quality management activities, including protocols and procedures

Involved in research either performed in the department or in conjunction with the department.

Participation in relevant professional committees. Example of these may be radiation safety, WHS, QA or Health Service committees relevant to the professional activities of Nuclear Medicine.

The profession of Nuclear Medicine is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the above listed criteria.

At completion of one-year full-time (or part-time equivalent) at Level 3 Grade 1 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 1 Year 2.

LEVEL 3

Grade 2 (Year 1-2: Specialist / Educator Co-ordinator MRS (Nuclear Medicine))

The MRS (Nuclear Medicine) may after not less than the completion of 2 years' service (full-time or part-time equivalent) at Level 3, Grade 1, Year 2 apply to the Chief MRS for personal progression to Level 3, Grade 2, Year 1. A panel of at least three Chief MRS (or their representative) will assess the application.

MRS (Nuclear Medicine) must have clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above).

They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS (Nuclear Medicine) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports/appraisals by Senior MRS (Level 4 or above) and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS (Nuclear Medicine). This wider acknowledgment of their expertise may be in publications in peer-reviewed journals; or

The MRS (Nuclear Medicine) Level 3, Grade 2 may also be designated as the Nuclear Medicine Department Educator/Tutor co-ordinator.

This position would be responsible to the Level 5 & 6 MRS (Nuclear Medicine) for the identification, provision and delivery of continuing education for the department, including both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the tutor function for undergraduates on clinical placement and MRS (Nuclear Medicine) undergoing their SPP. This position would also be expected to liaise with the relevant professional bodies (e.g., Mentor program, accreditation, ANZSNM and New South Wales Society of Nuclear Medicine Scientists (NSWSNMS).

At completion of one-year full-time (or part-time equivalent) at Level 3 Grade 2 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 2 Year 2.

LEVEL 3

Grade 3

The MRS (Nuclear Medicine) at this level must have obtained an appropriate postgraduate diploma allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to) ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

LEVEL 4

Grade 1 (Year 1-2: Section Manager)

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. An MRS (Nuclear Medicine) at this level performs the clinical

duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine); or

Research Co-ordinator MRS

The MRS at this level is primarily responsible for the co-ordination and development of research projects within the department. This MRS is required to liaise with related groups such as clinical departments, university faculties or private companies. This MRS is to be known as the research co-ordinator. At completion of one-year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 1, Year 2.

LEVEL 4

Grade 2 (Year 1-2: Section Manager)

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. An MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine); and

The MRS at this level must have obtained an appropriate postgraduate diploma or above allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to) ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

At completion of one-year full-time (or part-time equivalent) at Level 4, Grade 2, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 2, Year 2.

LEVEL 5

Grade 1 (Deputy Chief MRS)

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with less than 3 gamma cameras. This MRS is to be known as the Deputy Chief MRS.

An MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g., Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 1 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

LEVEL 5

Grade 2 (Deputy Chief MRS)

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras. This MRS is to be known as the Deputy Chief MRS.

An MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g., Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 2 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

LEVEL 5

Grade 3 (Deputy Chief MRS)

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility. This MRS is to be known as the Deputy Chief MRS.

An MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g., Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 3 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

LEVEL 6

Grade 1 (Chief MRS (Nuclear Medicine))

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6 Grade 1 include: HR management, recruitment and selection of staff, complaint handling, departmental accreditation, QA (EquIP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6 Grade 1 MRS must perform.

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department with less than 3 gamma cameras, in addition to other associated departmental staff eg. clerical, hospital assistants etc. This MRS is to be known as the Chief MRS; or

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is not accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

LEVEL 6

Grade 2 (Chief MRS (Nuclear Medicine))

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 2 include: HR management, recruitment and selection of staff, complaint handling, departmental accreditation, QA (EquIP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 2 MRS must perform.

The Level 6, Grade 2 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras, in addition to other associated departmental staff eg. clerical, hospital assistants etc; and

The Level 6, Grade 2 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

LEVEL 6

Grade 3

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 3 include: HR management, recruitment and selection of staff, complaint handling, departmental accreditation, QA (Equip) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 3 MRS must perform.

The Level 6, Grade 3 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility, in addition to other associated departmental staff e.g., clerical, hospital assistants etc; and

The Level 6, Grade 3 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

"MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

An MRS (Radiation Therapist) means a person who has acquired a Bachelor of Medical Radiation Science (Radiation Therapy)/Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy; or has qualifications deemed equivalent by the employer and recognised by the MRPB. From 1 July 2012, MRS (Radiation Therapists) must hold registration with the MRPB. Employees employed as a Medical Radiation Therapist are classified into one of the following six levels:

LEVEL 1

The Medical Radiation Scientists ('MRS') (Radiation Therapists) at this level are employed in an approved department during their first-year post-graduation from a recognised university undergraduate course. This year may be referred to as their Supervised Practice Program (SPP).

The MRS at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

Progression from Level 1 to Level 2 is upon their successful completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (PDY) must also have been granted provisional accreditation with the AIR. From 1 July 2012, the MRS (PDY) must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY anniversary date.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

LEVEL 2 (Years 1 - 5)

Radiation Therapists at this level have completed the requirements for the PDY and progression from Level 1. Radiation Therapists at Level 2 and above shall have a high level of patient care and

understanding towards the patient; involvement in work health and safety and Quality Assurance matters; and work in an environment where there are multi-disciplinary teams.

Radiation Therapists operating at this level are required to demonstrate competency within the areas of patient treatment, planning and delivery; and active involvement/ participation in workplace in-services.

The MRS at this level:

Demonstrates independent and significant professional knowledge and judgment to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, work health and safety issues and radiation safety.

Is expected to provide a high level of patient care and treatment planning and delivery with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work health and safety issues (e.g. manual handling).

Demonstrates significant ongoing commitment to continuing education and professional development, and participates in undergraduate student education and departmental in-service lectures.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 2 is automatic, and occurs annually on the MRS' anniversary. This level also maintains those who are still on the "thereafter" rate.

LEVEL 3

Grade 1 (Years 1 - 2: Radiation Therapist Specialist)

A Radiation Therapist may apply to the Chief Radiation Therapist for a personal regrading to this level after not less than two years post accreditation experience (i.e. Completion of Level 2, Year 2). The application will be assessed by a panel of at least three Chief Radiation Therapists. The relevant Health Service may also establish such positions at Level 3, Grade 1 that it deems appropriate, from time to time.

Radiation Therapists seeking appointment at Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in at least two complex clinical procedures including but not confined to:

Treatment planning and delivery:

CNS

Multi-field junctional techniques (3 fields or more)

Mono isocentric techniques

Conformal therapy

Brachytherapy (both treatment and planning)

Radiosurgery/stereotactic

Intensity Modulated Radiation Therapy

Paediatric radiation therapy

Complex radiation therapy techniques related to specific trials and protocols

3-Dimensional Treatment Planning

Technique development

Complex mould-room procedures

The Union and the employer are free to bring forward new technologies and procedures as they develop, with a view to gaining agreement on their inclusion in the above-listed criteria.

In addition, Radiation Therapists at this level are expected to:

Demonstrate a record of participation in teaching programmes within and/or outside the place of work. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers or the public in a field relevant to Radiation Therapy;

Demonstrate an ability to supervise and be responsible for other Radiation Therapists;

Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and

Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS will automatically progress to Level 3, Grade 1, Year 2.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

LEVEL 3

Grade 2 (Years 1-2: Radiation Therapist Consultant)

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 1) - Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

The relevant Health Service may also establish such positions at Level 3, Grade 2 (Radiation Therapist Consultant) that it deems appropriate, from time to time.

Radiation Therapist Consultants have clinical expertise related to specific areas of radiation therapy e.g., Paediatric specialty, stereotactic radiosurgery, clinical review, counselling, head and neck cancers, genito-urinary cancers etc., and may be called on in an advisory capacity to assist other Radiation Therapists with difficulties encountered within specific situations relating to their area of expertise.

The Radiation Therapist Consultant will be expected to demonstrate their expertise through the development and maintenance of protocols, delivery of in-services and presentation of papers related to their area of expertise at departmental level and at conferences at national or international level.

In addition to the criterion for Level 3 Grade 1, the Radiation Therapist must be able to demonstrate expertise in 2 further speciality areas, or one further speciality area and a postgraduate qualification deemed appropriate to the profession by the panel.

The Level 3 Grade 2 Radiation Therapist should also demonstrate an increased involvement in teaching and presentations/publications.

Applicants should have substantiated reports by Senior Radiation Therapists (Level 4 or above) and/or Radiation Oncologists and/or other associated health service managers. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the Radiation Therapy department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a Radiation Therapist. This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS will automatically progress to Level 3, Grade 2, Year 2.

LEVEL 4

Grade 1 (Years 1 - 2: Section/Functional Unit Manager/Senior Radiation Therapist)

A Radiation Therapist at this level would manage the operations of a section or functional unit of a Radiation Therapy Department and discharge associated administrative duties.

A section or unit within this level is a single treatment machine where the managers would be responsible for the administrative detail, such as day to day running, throughput and patient care, patient scheduling, as well as immediate staffing. The Radiation Therapist at this level would also be responsible for maintaining adequate QA on patient treatment sheets, record and verify systems (including data entry) Portal films, EPI and billing data entry requirements. The Radiation Therapist would also be actively involved in ensuring all treatment deviations are investigated, reported and corrective measures implemented where appropriate. A section or unit may also relate to sections within the treatment planning area. These sections may include, but are not limited to simulator, mould room and planning room.

Radiation Therapy Level 4 Grade 1 positions may also be established as multidisciplinary team co-ordinators, where the Radiation Therapist is responsible for the management and associated duties of the multidisciplinary team functions.

Radiation Therapy Level 4 Grade 1 positions may also be established as Radiation Therapist - Education.

A position of Radiation Therapist - Education is responsible to the Chief Radiation Therapist for the identification, provision and delivery of continuing education for Radiation Therapists, with both clinical and general management components; and for the co-ordination and appropriate service delivery of the tutor function for undergraduates/trainees on clinical placement and Radiation Therapists in their Professional Development Year.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS will automatically progress to Level 4, Grade 1, Year 2.

LEVEL 4

Grade 2 (Years 1 - 2: Radiation Therapist Supervisor)

A Radiation Therapist at this level would manage an area of a Radiation Therapy Department, such as treatment planning or treatment delivery, work health and safety and or radiation safety legislation and

Equip co-ordinators. The Radiation Therapist at this level would be expected to maintain expertise in radiation therapy planning, simulation and treatment delivery.

The Radiation Therapist in this position would be responsible for the overall Quality Assurance, organisation, activities and maintenance of standards within the particular area in conjunction with the Chief Radiation Therapist and Deputy Chief Radiation Therapist.

The area referred to in this level would include a number of the sections or units, such as all the treatment machines and the total planning area. The manager of an area would have responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, overall waiting list management, ensuring planning and treatment resources are used in the most effective manner. The radiation therapist would also be responsible for ensuring all treatment deviations are investigated, reported and corrective measures are implemented where appropriate.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 2, Year 1, the MRS will automatically progress to Level 4, Grade 2, Year 2.

LEVEL 5 (Years 1 - 3)

A Radiation Therapist at this level is an Assistant Chief Radiation Therapist who assists in the management of a Radiation Therapy department of a hospital.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 5 is automatic, and occurs annually on the MRS' anniversary.

LEVEL 6 (Years 1 - 3)

A Radiation Therapist at this level manages a Radiation Therapy department of a hospital. The Chief Radiation Therapist has ultimate responsibility for patient service standards and patient throughput, continuing education, research, training of radiation therapy staff and students; liaison with appropriate universities and with relevant other bodies.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 6 is automatic, and occurs annually on the MRS' anniversary.

2. Salaries

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

3. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

4. Dispute Resolution

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

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

NOTES -

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

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

6. No Extra Claims

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

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The salaries and allowances in the second column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.

- (ii) This Award rescinds and replaces the Health Employees' Medical Radiation Scientists (State) Award 2021 published on 8 April 2022 (391 I.G. 856) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

Classification	Rate from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Year 1	1,260.80	1,292.70
Level 2 (35hrs)		
Year 1	1,307.90	1,341.00
Year 2	1,483.70	1,521.20
Year 3	1,687.10	1,729.80
Year 4	1,769.30	1,814.10
Year 5	1,826.40	1,872.60
Level 3 (35hrs)		
Grade 1 - Year 1	1,964.70	2,014.40
Grade 1 - Year 2	2,030.30	2,081.70
Grade 2 - Year 1	2,086.70	2,139.50
Grade 2 - Year 2	2,315.40	2,374.00
Grade 3 - Year 1	2,379.80	2,440.00
Level 4 (35hrs)		
Grade 1 - Year 1	2,379.80	2,440.00
Grade 1 - Year 2	2,460.50	2,522.80
Grade 2 - Year 1	2,535.30	2,599.40
Grade 2 - Year 2	2,599.10	2,664.90
Level 5 (35hrs)		
Year 1	2,784.70	2,855.20
Year 2	2,854.20	2,926.40
Year 3	3,000.80	3,076.70
Level 6 (35hrs)		
Year 1	3,073.50	3,151.30
Year 2	3,145.40	3,225.00
Year 3	3,217.90	3,299.30
Nuclear Medicine Technologist		
Level 1 (38hrs)		
Year 1	1,260.80	1,292.70
Level 2 (38hrs)		
Year 1	1,307.90	1,341.00
Year 2	1,483.70	1,521.20
Year 3	1,687.10	1,729.80
Year 4	1,769.30	1,814.10
Year 5	1,826.40	1,872.60

Level 3 (38hrs)		
Grade 1 - Year 1	1,964.70	2,014.40
Grade 1 - Year 2	2,030.30	2,081.70
Grade 2 - Year 1	2,086.70	2,139.50
Grade 2 - Year 2	2,315.40	2,374.00
Grade 3 - Year 1	2,379.80	2,440.00
Level 4 (38hrs)		
Grade 1 - Year 1	2,379.80	2,440.00
Grade 1 - Year 2	2,460.50	2,522.80
Grade 2 - Year 1	2,535.30	2,599.40
Grade 2 - Year 2	2,599.10	2,664.90
Level 5 (38hrs)		
Year 1	2,784.70	2,855.20
Year 2	2,854.20	2,926.40
Year 3	3,000.80	3,076.70
Level 6 (38hrs)		
Year 1	3,073.50	3,151.30
Year 2	3,145.40	3,225.00
Year 3	3,217.90	3,299.30
Radiation Therapist		
Level 1 (35hrs)		
Year 1	1,260.80	1,292.70
Level 2 (35hrs)		
Year 1	1,307.90	1,341.00
Year 2	1,483.70	1,521.20
Year 3	1,687.10	1,729.80
Year 4	1,769.30	1,814.10
Year 5	1,826.40	1,872.60
Level 3 (35hrs)		
Grade 1 - Year 1	1,964.70	2,014.40
Grade 1 - Year 2	2,030.30	2,081.70
Grade 2 - Year 1	2,086.70	2,139.50
Grade 2 - Year 2	2,315.40	2,374.00
Level 4 (35hrs)		
Grade 1 - Year 1	2,379.80	2,440.00
Grade 1 - Year 2	2,460.50	2,522.80
Grade 2 - Year 1	2,535.30	2,599.40
Grade 2 - Year 2	2,599.10	2,664.90
Level 5 (35hrs)		
Year 1	2,784.70	2,855.20
Year 2	2,854.20	2,926.40
Year 3	3,000.80	3,076.70
Level 6 (35hrs)		
Year 1	3,073.50	3,151.30
Year 2	3,145.40	3,225.00
Year 3	3,217.90	3,299.30

Allowance Description	Rate from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:		
Chief Radiographer - Serving Other Hospitals	56.50	57.90

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192530 of 2022)

Before Chief Commissioner Constant

7 July 2022

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position and whose function is to assist the Director of Pharmacy in the administration of the Department.

"Director of Pharmacy" means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

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

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital (Newcastle), St Vincent's Hospital, Royal North Shore, St George Hospital and Community Health Services (Kogarah) and Concord Repatriation General Hospital.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

"Group 2 Hospitals" – Calvary Mater Hospital (Newcastle), Sydney Children's Hospitals Network (Randwick and Westmead), Liverpool, Nepean, Wollongong Hospital, Blacktown & Mt Druitt Hospitals, Bankstown-Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" – Coffs Harbour Base, Wagga Wagga Base, Sutherland, Tamworth, Canterbury, Lismore Base, Ryde, Hornsby Ku-Ring-Gai, Fairfield, Dubbo Base.

"Group 4 Hospitals" – Northern Beaches Hospital, Auburn, Balmain, Sydney Hospital and Sydney Eye Hospital, Albury Wodonga health (Wodonga Campus), Wyong Public Hospital, Blue Mountains District ANZAC Memorial Hospital, Springwood Hospital, Griffith Base, Orange Health Service, Bathurst Base, Shellharbour, Shoalhaven District Memorial Hospital, Macquarie Hospital (Mental Health Residential Facility), Armidale Rural Referral Hospital, The Tweed Hospital, Murwillumbah District Hospital

"Group 5 Hospitals" – Belmont, Cessnock, Maitland, Kurri Kurri, Muswellbrook, Neringah, Royal Ryde Rehabilitation, Uniting War Memorial Hospital, Bowral, Cootamundra, Manning, Kempsey, Wauchope, Young, Goulburn Base Hospital, Bulli, Casino, Kyogle, Grafton, Mona Vale, Cowra, Royal Hospital for Women, Parkes/Forbes, Lithgow, Condobolin, Inverell, Moree/Narrabri, Glen Innes.

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act, as amended or varied from time to time

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

"Pharmacist" means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years' experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

"Pharmacist Grade 3" means a Pharmacist who is responsible to the Director of Pharmacy or Deputy Director of Pharmacy for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where the hospital employs at least 5 Pharmacists or a Director of Pharmacy Group 5 Hospitals and Deputy Director of Pharmacy Group 3 Hospitals

"Pharmacist Grade 4" Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 5" Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

"Pharmacist Grade 6" Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 7" Director of Pharmacy Group 1 Hospitals.

"Union" means the Health Services Union NSW.

2. Competency Criteria

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or

- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years' experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer; or
- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

3. Salaries

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

4. Conditions of Employment

The Health Employees Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

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

NOTES -

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

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates and allowances in the second column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health Employees' Pharmacists (State) Award 2021 published 8 April 2022 (391 I.G. 876) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B
MONETARY RATES

Table 1 - Salaries

Classification	Rate to apply from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Graduate Pharmacist Unregistered	1,307.96	1,341.05
Pharmacist		
Grade 1		
1st Year	1,388.61	1,423.74
2nd Year	1,483.67	1,521.21
3rd Year	1,586.03	1,626.16
4th Year	1,769.26	1,814.02
5th Year	1,826.34	1,872.55
Grade 2		
1st Year	1,964.64	2,014.35
2nd Year	2,030.22	2,081.58
3rd Year	2,086.80	2,139.60
Grade 3		
Senior Pharmacist		
Director of Pharmacy-Group 5 Hospital		
Deputy Director of Pharmacy-Group 3 Hospital		
1st Year	2,315.39	2,373.97
2nd Year	2,379.81	2,440.02
Grade 4		
Director of Pharmacy - Group 4 Hospital		
Deputy Director of Pharmacy - Group 2 Hospital		
1st Year	2,379.81	2,440.02
2nd Year	2,460.54	2,522.79
Grade 5		
Director of Pharmacy - Group 3 Hospital		
Deputy Director of Pharmacy - Group 1 Hospital		
1st Year	2,535.39	2,599.54
2nd Year	2,599.15	2,664.91
Grade 6		
Director of Pharmacy - Group 2 Hospital		
1st Year	2,784.63	2,855.08
2nd Year	2,854.11	2,926.32
Grade 7		
Director of Pharmacy - Group 1 Hospital		
Group A - 1st Year	3,000.77	3,076.69
Group A - 2nd Year	3,073.57	3,151.33
Group B - 1st Year	3,145.40	3,224.98
Group B - 2nd Year	3,217.97	3,299.38

Table 2 - Allowances

Allowance Description	Rate to apply from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Fellowship Allowance (Pharmacists)	44.58	45.71

N. CONSTANT, *Chief Commissioner*

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HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192118 of 2022)

Before Chief Commissioner Constant

20 July 2022

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

"Chief Medical Photographer" means a medical photographer who has been appointed as Chief Medical Photographer in a Medical Photography Department of a hospital.

"Dialysis Technician" means a person employed as such who has the Industrial Electronics Certificate of the Department of Technical and Further Education or such other certificate or course of training as, in the opinion of the employer, is deemed appropriate.

"Electronics Technician" means a person employed as such who is the possessor of an Electronics and Communications Certificate of the Department of Technical and Further Education, or who has qualifications and/or experience deemed by the employing hospital to be equivalent and the major portion of whose duties include the construction, adaptation, alteration, repair and/or maintenance of electronic equipment.

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

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act, as amended or varied from time to time

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

"Medical Photographer" means a person who is employed as such and who has satisfactorily completed the course in photography conducted by the Department of Technical and Further Education or who possesses such other qualifications as deemed by the employer to be appropriate and whose duties include taking, processing and recording all types of clinical photographs needed for research, teaching, treatment, and/or medical illustration.

"Perfusionist - Grade 1 (Trainee Perfusionist)" means a person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion.

"Perfusionist - Grade 2 (Certified Perfusionist)" means a person who has obtained the qualification of Certification in Perfusion of the Australasian Board of Cardiovascular Perfusion or having qualifications deemed by the employer to be equivalent, who is capable of performing perfusion duties of a complex nature including research and development tasks.

"Perfusionist - Grade 3 (In-Charge Perfusionist)" means a person who complies with all duties of a Trained Certified Perfusionist but in addition manages the everyday operation of the department in conjunction with a medical officer.

"Perfusionist - Grade 4 (Director of Perfusion Services)" means a person appointed as such who is the most senior Perfusionist within the Hospital and who is solely responsible for the direction and supervision of other Perfusionists within the Hospital. Director of Perfusion services is expected to exercise organisational, supervisory and management skills, mature technical and clinical knowledge, judgement as it relates to the operation and testing of equipment, to continue to develop expertise with advances in the relevant body of technical and clinical knowledge and to seek and utilise other specialist advice when required to.

"Senior Dialysis Technician" means a technician who has been appointed Senior Dialysis Technician in the area of dialysis.

"Senior Electronics Technician" means an electronics technician appointed to a position approved as such by the employer.

"Senior Technical Officer" means a person appointed to a position approved as such by the employer.

"Sole Electronics Technician" means an electronics technician appointed as such.

"Technical Officer" means a person appointed as such who is the holder of the Biological Technicians Certificate, the Chemistry Certificate, the Nuclear Medicine Technician's Certificate, the Pathology Technicians Certificate, the Pathology Technicians Higher Certificate, the Associate Diploma of Health Sciences (Pathology Techniques) of the Department of Technical and Further Education, the Associate Diploma in Medical Technology awarded by the Riverina CAE or the Associate Diploma in Medical Laboratory Science awarded by the Charles Sturt University or such other certificate or course of training as, in the opinion of the employer, is appropriate.

"Trainee Medical Photographer" means a person appointed as such who is undertaking the certificate course in photography conducted by the Department of Technical and Further Education.

"Union" means the Health Services Union NSW.

2. Salaries

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

3. Exemptions

This Award shall not apply to:

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

4. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the second column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health Employees Technical (State) Award 2021 as published 8 April 2022 (391 I.G. 882) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Monetary Rates

Classification	Rate to apply from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Electronics Technician		
Technician		
1st Year of Service	1,451.29	1,488.01
2nd Year of Service	1,501.83	1,539.83
3rd Year of Service	1,552.49	1,591.77
4th Year of Service	1,650.22	1,691.97
Sole		
1st Year of Service and Thereafter	1,730.75	1,774.54
Senior		
1st Year of Service	1,758.82	1,803.32
2nd Year of Service	1,786.67	1,831.87
Perfusionist		
Grade 1		
1st Year	1,769.26	1,814.02
2nd Year	1,826.34	1,872.55
Grade 2		
1st Year	1,964.64	2,014.35
2nd Year	2,030.22	2,081.58
3rd Year	2,086.80	2,139.6
4th Year	2,315.39	2,373.97

5th Year	2,379.81	2,440.02
6th Year	2,460.54	2,522.79
7th Year	2,535.39	2,599.54
8th Year	2,599.15	2,664.91
Grade 3		
1st Year	2,784.63	2,855.08
2nd Year	2,854.11	2,926.32
Grade 4		
1st Year	2,930.98	3,005.13
2nd Year	3,000.77	3,076.69
Visual Aids Officer		
Trainee		
1st Year of Training	641.19	657.41
2nd Year of Training	721.19	739.44
3rd Year of Training	788.28	808.22
4th Year of Training	864.08	885.94
5th Year of Training	949.90	973.93
General Scale		
1st Year	1,063.01	1,089.9
2nd Year	1,118.50	1,146.8
3rd Year	1,175.05	1,204.78
4th Year	1,201.51	1,231.91
5th Year	1,229.91	1,261.03
Grade 1		
Medical Artists, RPA, RNSH (in charge Westmead) (2nd in charge POW)	1,349.13	1,383.26
Grade 2		
Sole Medical Photographer (St. George & Gosford)	1,405.49	1,441.05
Grade 3		
Chief Medical Photographer - specific hospitals	1,568.40	1,608.08
Grade 4		
Co-ordinator, Audio Visual Services – Royal North Shore Hospital	1,627.75	1,668.93
Director of Audio Visual Services		
Royal Prince Alfred and Westmead	1,894.53	1,942.46
Technical Officer		
Trainee		
1st Year of Training	637.31	653.43
2nd Year of Training	713.99	732.05
3rd Year of Training	807.53	827.96
4th Year of Training	889.25	911.75
Grade 1		
1st Year	1,125.71	1,154.19
2nd Year	1,152.92	1,182.09
3rd Year	1,178.82	1,208.64
4th Year	1,207.00	1,237.54
5th Year	1,233.11	1,264.31
6th Year	1,279.80	1,312.18
7th Year	1,321.30	1,354.73
8th Year	1,357.97	1,392.33
Grade 2		
1st Year	1,451.29	1,488.01
2nd Year	1,501.72	1,539.71
3rd Year	1,552.49	1,591.77

4th Year	1,650.22	1,691.97
Senior		
1st Year	1,730.75	1,774.54
2nd Year	1,758.82	1,803.32
3rd Year	1,786.67	1,831.87
Dialysis Technician		
Technician		
1st Year	1,348.71	1,382.83
Thereafter	1,389.89	1,425.05
Senior		
Grade 1 (Sole Technician)	1,432.69	1,468.94
Grade 2	1,481.52	1,519

N. CONSTANT, *Chief Commissioner*

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HEALTH INDUSTRY STATUS OF EMPLOYMENT (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192155 of 2022)

Before Chief Commissioner Constant

7 July 2022

AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Principles
3.	Loadings
4.	Arrangements for Existing Part-time Workers
5.	Process for Resolving Inconsistencies
6.	Dispute Resolution
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Definitions

- 1.1 Employer means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.
- 1.2 Employee means a person who is engaged on either a full time, part time, temporary, exempt or casual basis under a contract of employment in the NSW Health Service under s115(1) of the *Health Services Act 1997*, as amended or varied from time to time.
- 1.3 Casual employee means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.
- 1.4 Temporary employee means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.
- 1.5 Permanent employee means a person appointed as such or a person who has worked in the same position, including a permanent relief position, for a continuous period of 13 weeks other than as an exempt employee. Permanency is subject to the outcome of any appeal process.
- 1.6 Exempt employee means a person who is engaged for a continuous period and whose employment involves:
- relief for periods in excess of 13 weeks during the absence of existing employees or;
 - specific projects which are time limited or;

- functions which involve funding for a specific period and which is not of a recurrent nature or;
- forthcoming service reductions which have a predetermined date.

Exempt employees as defined do not attract casual or temporary loadings.

- 1.7 Continuous period of employment means an uninterrupted period of 13 weeks employment involving at least one shift per week in that period but does not refer to exempt employees as defined.
- 1.8 Health Service means a Local Health District constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.
- 1.9 Secretary means the Secretary of the Ministry of Health.
- 1.10 Union means the Health Services Union NSW

2. Principles

- 2.1 Employees who are engaged in meaningful work on a continuing basis are entitled to an expectation of permanency of employment subject to the provisions of this award.
- 2.2 It is the responsibility of the employer to ensure that all employees, upon engagement and at all appropriate times, are correctly classified as exempt, casual, temporary, or permanent according to the above definitions.
- 2.3 Where a person changes from casual to either temporary or permanent, the employment status of the person is deemed to have changed automatically.
- 2.4 During the period of continuing employment the status of an employee cannot be changed from permanent to temporary or casual or from temporary to casual, without the prior written consent of the employee.
- 2.5 All permanent employees are required as part of their contract of employment, to use their best endeavours to provide four weeks' notice of their intention to terminate their employment contract.
- 2.6 Any position which would involve the employment of an exempt, temporary or permanent employee, upon falling vacant, will, where such a position continues to be required in its current form by the Health Service, be advertised within the Health Service and/or external to the Health Service. Positions should be filled under the merit principle of selection.
- 2.7 A person who, by definition, is a temporary employee for a period of less than 13 weeks may be re-engaged by the same Health Service under more than one employment contract provided the aggregate period of the contracts, where consecutive, does not exceed 13 weeks.
- 2.8 Where the employee is retained beyond a continuous period of 13 weeks in the same position the employee is deemed to be permanent, subject to the outcome of any appeal. The application of this sub clause shall not be applied in a manner which is inconsistent with legislation or Government recruitment and employment policy, as varied from time to time. This subclause does not apply to an exempt employee as defined.

3. Loadings

- 3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 10 per cent loading. A minimum payment of 2 hours at ordinary pay on each occasion the employee commences a shift will apply.

- 3.2 Temporary Employees - A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall cease to apply if:
- (a) the period of employment extends beyond 13 weeks
 - (b) the employer and the employee agree, during the period of 13 weeks, that the employee will be employed on a permanent basis.

4. Arrangements for Existing Part-Time Workers

- 4.1 Payment of 15% Allowance - Persons engaged as at 1 January 2000 and who were paid the 15% loading at that date will continue to receive that loading but only for the remainder of the existing part time employment contract. Receipt of the allowance will cease if the contract is completed or where an employee requests a transfer or is promoted to another position.
- 4.2 Conditions - Persons covered by clause 4.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within applicable awards.

5. Process for Resolving Inconsistencies

- 5.1 The Awards contained in the attached schedule "A", as varied or replaced from time to time, shall also apply, where appropriate, to persons covered by this award.
- 5.2 To the extent that any inconsistency exists between the conditions provided by this award and that provided by an award contained in the attached schedule "A" this award will prevail.

6. Dispute Resolution

- 6.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital or service unit or their nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- 6.2 If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer of the Health Service (or their nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause 6.3 of this clause.
- 6.3 With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive of the Health Service and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1996* by one of the disputing parties.
- 6.4 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 6.5 Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (a) immediately before the issue arose: or

- (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made

6.6 The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

7. Anti-Discrimination

7.1 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.

7.2 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.

7.3 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.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (a) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (b) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTES -

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

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

8. No Extra Claims

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

9. Area, Incidence and Duration

9.1 This Award rescinds and replaces the Health Industry Status of Employment (State) Award 2021 published 11 March 2022 (391 I.G. 642) and all variations thereof.

- 9.2 This Award shall apply to persons employed in classifications as contained in the awards identified in Schedule “A”, as varied or replaced from time to time, 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.
- 9.3 This award incorporates changes under s 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 4 December 2018.

SCHEDULE "A"

1. Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award 2021
2. Public Hospital Career Medical Officers (State) Award 2021
3. Health Employees Oral Health Therapists (State) Award 2021
4. Public Hospitals Dental Assistants (State) Award 2021
5. Health Employees Dental Officers (State) Award 2021
6. Public Hospitals Library Staff (State) Award 2021
7. Public Hospitals Medical Superintendents (State) Award 2021
8. Public Hospital Medical Officers (State) Award 2021
9. Public Hospitals Medical Record Librarians (State) Award 2021
10. Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021
11. Hospital Scientists (State) Award 2021
12. Health Employees Conditions of Employment (State) Award 2021
13. Health Employees Administrative Staff (State) Award 2021
14. Health Managers (State) Award 2021
15. Health Employees Pharmacists (State) Award 2021
16. Health Employees (State) Award 2021
17. Health Employees General Administrative Staff (State) Award 2021
18. Health Employees Engineers (State) Award 2021
19. Health Employees Computer Staff (State) Award 2021
20. Health Employees Technical (State) Award 2021
21. Health Employees Medical Radiation Scientists (State) Award 2021
22. Health Employees Interpreters (State) Award 2021

23. NSW Health Service Health Professionals (State) Award 2021
24. Health Employees Dental Prosthetists and Dental Technicians (State) Award 2021

N. CONSTANT, *Chief Commissioner*

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HEALTH MANAGERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192574 of 2022)

Before Chief Commissioner Constant

13 July 2022

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

Clause No.	Subject Matter
7	Anti-Discrimination
9	Area, Incidence and Duration
3	Classification Levels
5	Conditions of Service
1	Definitions
6	Dispute Resolution
8	No Extra Claims
4	Removal Expenses
2	Salary Bands

PART B - MONETARY RATES

Table 1 - Salaries

Table 2 - Classification Levels

PART A**1. Definitions**

For the purpose of this Award -

"Employee" means a person performing duties as set out in the six-level classification structure in Table 2 - Classification Levels, of Part B, Monetary Rates.

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

"Health Service" means a Local Health District constituted under section 17 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 41 of that Act, and an Affiliated Health Organisation recognised under section 62 of that Act and the Public Health System Support Division of the NSW Health Service, as amended or varied from time to time.

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

"Service" means service as an employee with the employer both before or after the commencement of this Award.

"Union" means the Health Services Union NSW.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or vice versa to obtain an annual rate from a weekly rate.

2. Salary Bands

- (i) Full-time Health Manager employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates, of this Award.
- (ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.
- (iii) If a global salary movement to classifications covered by this Award causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

3. Classification Levels

Employees shall be graded and perform the duties within a classification level as set out in Table 2 - Classification Levels, of Part B, Monetary Rates, and paid within the appropriate salary band as set out in Table 1 - Salaries, of the said Part B.

4. Removal Expenses

This Clause only applies to persons (other than casuals) employed under the Health Managers (State) Award 2021 as varied or replaced from time to time. Any person employed under the Health Managers (State) Award 2021 as varied or replaced from time to time, shall be entitled to a refund of the actual cost incurred by them in the transportation of themselves and their family and of the expenses reasonably incurred by them in conveying their furniture and effects from their last place of residence to the city or town in which is situated the Public Health Organisation to which they are appointed on the following conditions:

- (i) They shall, immediately prior to taking up the new appointment, have had 12 months' continuous service in another Public Health Organisation situated other than in the town or city in which is situated the Public Health Organisation to which they have been appointed.
- (ii) They shall not have received from any Public Health Organisation a refund under this clause within a period of two years prior to them taking up their appointment.
- (iii) They shall give an undertaking that they will refund to the Public Health Organisation any payments made to them by it under this clause should they leave its employment within 12 months of them becoming employed by it.

5. Conditions of Service

The Health Employees Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

6. Dispute Resolution

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

7. Anti-Discrimination

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

NOTES -

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

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

8. No Extra Claims

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

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the third and fourth columns in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health Managers (State) Award 2021 as published on 29 October 2021 (390 I.G. 1026) and all variations thereof.

- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate to apply from ffppoa 01/07/2021 Minimum Per annum \$	Rate from ffppoa 01/07/2022 Minimum Per annum \$	Rate to apply from ffppoa 01/07/2021 Maximum Per annum \$	Rate from ffppoa 01/07/2022 Maximum Per annum \$
Level 1	76,152	78,079	102,438	105,030
Level 2	100,107	102,640	118,735	121,739
Level 3	116,403	119,348	132,700	136,057
Level 4	130,373	133,671	155,983	159,929
Level 5	153,653	157,540	172,282	176,641
Level 6	168,633	172,899	184,492	189,160

Table 2 - Classification Levels

Level	Title	Description of Work	Skills and Attributes
One	Health Manager	<ul style="list-style-type: none"> • Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or • Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or • Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services. <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.</p>	<p>Management:</p> <ul style="list-style-type: none"> • Understanding and commitment to the Health Systems priorities; • Capacity to direct all operational facets based on strategic and business plans; • Ability to ensure budget targets are met. • Capacity to undertake performance appraisal of staff and ability to develop performance measures. • Effective communication and interpersonal skills. <p>Support:</p> <ul style="list-style-type: none"> • Assist with the development and implementation of policies, procedures, standards and practices. • Able to meet pre-determined targets and deadlines. • Ability to be flexible and adapt work practices to suit circumstances.

		Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.	
		Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.	

Level	Title	Description of Work	Skills and Attributes
Two	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <ul style="list-style-type: none"> • Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some speciality services for customers which may include multiple services and sites; or • Responsible for providing support services for the management of large hospitals which include multiple services and sites; or • Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services. <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met. Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management:</p> <ul style="list-style-type: none"> • High level of leadership; communication and Interpersonal skills. • Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers. • Proven negotiation and delegation skills. • Ability to motivate and co-ordinate staff. <p>Support:</p> <ul style="list-style-type: none"> • Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers. • Capacity to design strategic and business objectives. • Ability to develop performance measures.

Level	Title	Description of Work	Skills and Attributes
Three	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <ul style="list-style-type: none"> • Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or • Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or • Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Health Services. <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p>Management:</p> <ul style="list-style-type: none"> • Excellent leadership, communication and Interpersonal skills. • Highly developed and effective management skills. • Ability to develop, monitor and reach predicted outcomes to strategic and business plans. • Highly developed and effective negotiation and delegation skills. • Proven capacity to manage multi-disciplinary groups. <p>Support:</p> <ul style="list-style-type: none"> • Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures. • Highly developed negotiation and delegations' skills.

Level	Title	Description of Work	Skills and attributes
Four	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <ul style="list-style-type: none"> • Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or • Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services. <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <ul style="list-style-type: none"> • System-wide view of health care provision and management to improve health outcomes for customers. • Excellent strategic planning and policy development skills. • Proven management expertise at a senior level. • Competent to make complex judgements and take initiatives through delegated responsibilities.

HEALTH MANAGER LEVEL 5

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and Health Service policy

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the area executive

Budget management and responsibility for significant budget amount

or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage organisation change on a health service(s)-wide basis

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide specialist advice

Lead persuade, motivate and negotiate at senior levels

Ability to deal with people at all levels

Communicate and liaise effectively at all levels within the organisation

Spokesperson for area of responsibility (media, public)

Effective community liaison and communication

Effectively self-manages

Innovative & lateral thinker

Flexible & responsive

Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)

Significant impact on service/hospital achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for health service(s)-wide service delivery

HEALTH MANAGER LEVEL 6

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Able to make decisions assessing the 'measured risk'

Scope to use resources to reallocate resources to meet changing business needs prioritisation

Exercise judgement - in broad context

Accountable for policy and delivery of programs

- Authorised to commit Health Service to course of action
- Develop long-term strategies
- Report directly to CEO or Deputy CEO, or Director Health Service Operations
- Budget management and responsibility for a very significant and complex budget, or
- Responsibility for a complex inter/intra area health service unit
- Adherence to the Accounts and Audit Determination for Health Services and all Statutory Requirements
- (b) Judgement & Problem-Solving
 - Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)
 - Manage the resolution of unusual and complex systemic problems
 - Define business and strategic plans based upon current and future directions
 - Develop ideas and define action plans and courses of action
 - Resolve problems in a challenging and dynamic environment
 - Use of evidence-based decision-making to back up decisions
 - Demonstrated ability to anticipate and solve problems using innovative and creative solutions
 - High level of technical expertise
 - Highly regarded as an authority and provider of sound advice
 - High level independent decision-making
 - Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
 - Actively develops strategic partnerships
- (c) Leadership & Management
 - Provide leadership, management and direction
 - Actively contributes to shaping the organisation's strategic plan
 - Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
 - Actively monitors progress towards achievement of the strategic vision
 - Achieve objectives
 - Resolve conflict
 - Address and prioritise competing demands
 - Lead and manage complex organisational change on an inter/intra health service(s)-wide basis

- Build appropriate organisation values and culture
- Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies
- Ability to sell and successfully implement difficult decisions
- Applies intellectual rigour to all aspects of their work
- (d) Personal & Interpersonal Skills
 - Provide expert advice
 - Lead, persuade, motivate, negotiate at senior levels
 - Ability to deal with people at all levels
 - Spokesperson for area of responsibility (media, public)
 - Effective communication and community liaison
 - Effectively self-manages
 - Innovative and lateral thinker
 - Flexible and responsive
 - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
 - Articulates and promotes the organisation's vision and goals
 - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
 - Provides effective role-modelling
 - Celebrates achievements and encourages innovation
- (e) Outcomes & Performance
 - Formal performance agreement with the CEO (KRAs)
 - Achievement of overall organisation targets; budget / service delivery / quality programs
 - Formal performance agreements with direct reports
 - Achievement of best practice
 - Monitoring and compliance with all professional standards
 - Responsibility for Health Service(s)-wide and intra Health Service delivery

N. CONSTANT, *Chief Commissioner*

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 191094 of 2022)

Before Chief Commissioner Constant

7 July 2022

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4.	Conditions of Service
5.	Dispute Resolution
6.	Salary Packaging
7.	No Extra Claims
8.	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

PART C - LIST OF AWARDS

PART A

1. Definitions

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

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

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

Where:

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

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

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

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

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

"Union" means the Health Services Union NSW and, in relation to Medical Officers, Career Medical Officers, and Medical Superintendents only, the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

2. Salaries

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

3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 6, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2, Salaries, to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

4. Conditions of Service

- (i) The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.
- (ii) Conditions of employment relevant to a classification(s) identified within an Award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

5. Dispute Resolution

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

6. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive 2018_044 *Salary Packaging*, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

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

- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in Clause 2, Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive 2018_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 the NSW Health Policy Directive 2018_044 Salary Packaging, as amended from time to time.

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates and allowances in the second column in Table 1 of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.

- (ii) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award 2021 published 11 March 2022 (391 I.G. 660) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

Classification	Frequency	Rate to apply from to ffppoa 01/07/2021 \$	Rate from ffppoa 01/07/2022 \$
Aboriginal Health Worker			
1st Year	Per annum	55,492	56,896
2nd Year	Per annum	58,770	60,257
3rd Year	Per annum	61,993	63,561
4th Year	Per annum	65,294	66,946
5th Year	Per annum	68,395	70,125
6th Year	Per annum	71,643	73,456
7th Year	Per annum	74,823	76,716
8th Year	Per annum	78,470	80,455
9th Year	Per annum	81,731	83,799
Senior Aboriginal Health Worker			
1st Year	Per annum	84,942	87,091
2nd Year	Per annum	88,238	90,470
Principal Aboriginal Health Worker			
1st Year	Per annum	90,725	93,020
2nd Year	Per annum	94,643	97,037
Aboriginal Health Practitioner			
1st Year	Per annum	61,993	63,561
2nd Year	Per annum	65,294	66,946
3rd Year	Per annum	68,395	70,125
4th Year	Per annum	71,643	73,456
5th Year	Per annum	74,857	76,751
6th Year	Per annum	78,470	80,455
7th Year	Per annum	81,731	83,799
Aboriginal Health Education Officer Graduate			
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.			
1st Year	Per week	1,224.95	1,255.94
2nd Year	Per week	1,284.31	1,316.80
3rd Year	Per week	1,364.53	1,399.05
4th Year	Per week	1,440.76	1,477.21
5th Year	Per week	1,525.61	1,564.21

6th Year	Per week	1,604.52	1,645.11
7th Year	Per week	1,672.26	1,714.57
8th Year	Per week	1,738.72	1,782.71
9th Year	Per week	1,813.77	1,859.66
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:			
10th Year	Per week	1,905.16	1,953.36
11th Year	Per week	1,996.79	2,047.31
Senior Aboriginal Health Education Officer Graduate			
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.			
1st Year	Per week	1,996.24	2,046.74
2nd Year	Per week	2,078.92	2,131.52
3rd Year	Per week	2,161.95	2,216.65
Analyst, Chemist, Microbiologist, & Scientific Officer (Transferred Staff of Division of Analytical Laboratories)			
Grade 1			
1st Year	Per annum	66,106	67,778
2nd Year	Per annum	68,711	70,449
3rd Year	Per annum	72,543	74,378
4th Year	Per annum	77,756	79,723
5th Year	Per annum	83,265	85,372
6th Year	Per annum	88,202	90,434
Grade 2			
1st Year	Per annum	92,519	94,860
2nd Year	Per annum	95,264	97,674
3rd Year	Per annum	98,168	100,652
4th Year	Per annum	102,108	104,691
Grade 3			
1st Year	Per annum	106,366	109,057
2nd Year	Per annum	109,745	112,522
3rd Year	Per annum	111,931	114,763
Grade 4			
1st Year	Per annum	117,380	120,350
2nd Year	Per annum	120,938	123,998
3rd Year	Per annum	123,337	126,457
Grade 5			
1st Year	Per annum	128,174	131,417
2nd Year	Per annum	132,014	135,354
Part-Time Graduate Analyst (Per Hour)	Per hour	43.66	44.76
Biomedical Engineer			
Grade 1			
1st Year of service	Per annum	68,216	69,942
2nd Year of service	Per annum	72,367	74,198
3rd Year of service	Per annum	77,356	79,313

4th Year of service	Per annum	82,666	84,757
5th Year of service and thereafter	Per annum	88,011	90,238
Grade 2			
1st Year of service	Per annum	93,469	95,834
2nd Year of service	Per annum	96,484	98,925
3rd Year of service	Per annum	99,507	102,025
4th Year of service and thereafter	Per annum	102,511	105,105
Grade 3			
1st Year of service	Per annum	108,229	110,967
2nd Year of service	Per annum	111,777	114,605
3rd Year of service	Per annum	115,344	118,262
4th Year of service and thereafter	Per annum	119,390	122,411
Grade 4			
1st Year of service	Per annum	124,705	127,860
2nd Year of service	Per annum	128,344	131,591
3rd Year of service and thereafter	Per annum	131,953	135,291
Grade 5			
1st Year of service	Per annum	137,424	140,901
2nd Year of service and thereafter	Per annum	140,007	143,549
Grade 6			
1st Year of service	Per annum	142,616	146,224
2nd Year of service and thereafter	Per annum	145,253	148,928
Career Medical Officers			
Grade 1			
1st Year	Per annum	130,532	133,834
2nd Year	Per annum	140,606	144,163
3rd Year	Per annum	146,762	150,475
4th Year	Per annum	151,717	155,555
5th Year	Per annum	157,708	161,698
Grade 2			
1st Year	Per annum	163,774	167,917
2nd Year	Per annum	168,864	173,136
3rd Year	Per annum	178,763	183,286
4th Year	Per annum	194,491	199,412
Senior			
1st Year	Per annum	209,419	214,717
Thereafter	Per annum	224,755	230,441
Transitional Grades - only applicable to eligible employees employed on 20/04/2005			
Grade 1	Per annum	178,763	183,286
Grade 2	Per annum	194,491	199,412
Grade 3	Per annum	209,419	214,717
Clerk Of Works			
Clerk Of Works	Per annum	88,331	90,566
Co-Ordinators			
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	Per annum	86,814	89,010

Group 3 - Moree, Tweed Heads, SW Zone - Zone 1, 2 and 5; Grafton, Armidale, Port Macquarie	Per annum	93,153	95,510
Group 5 – Tamworth	Per annum	101,829	104,405
Group 6 – Dubbo	Per annum	105,980	108,661
Allowances-Co-Ordinators			
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Coordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87. Future occupants, other than those in AHS, receive the salary for the positions listed above			
Co-Ordinators			
Team Leaders Allowance			
In charge of 5-10 staff	Per week	45.30	46.40
In charge of 11-25 staff	Per week	75.50	77.40
In charge of 26-40 staff	Per week	105.90	108.60
In charge of more than 40 staff	Per week	121.10	124.20
Area Co-ordinators Allowance	Per week	166.70	170.90
Drug Alcohol Counsellor Non Graduate			
Grade 1			
1st Year	Per annum	55,468	56,871
2nd Year	Per annum	58,761	60,248
3rd Year	Per annum	61,986	63,554
4th Year	Per annum	65,258	66,909
5th Year	Per annum	68,366	70,096
Grade 2			
1st Year	Per annum	71,632	73,444
2nd Year	Per annum	74,823	76,716
Allowances - Drug and Alcohol Counsellors - Non-Graduate			
Drug and Alcohol Counsellor - 2 years on maximum	Per week	65.60	67.30
Dental Assistants			
Grade 1			
1st Year	Per annum	58,735	60,221
2nd Year	Per annum	60,158	61,680
3rd Year	Per annum	61,504	63,060
4th Year	Per annum	62,978	64,571
Grade 2			
1st Year	Per annum	64,347	65,975
2nd Year	Per annum	66,785	68,475
3rd Year	Per annum	68,943	70,687
4th Year	Per annum	70,850	72,643
Grade 3			
1st Year	Per annum	77,801	79,769
2nd Year	Per annum	80,653	82,694
Dental Assistant Supervision Allowance			
2-5 Staff Year	Per week	35.50	36.40
6-10 Staff Year	Per week	50.30	51.60
11-15 Staff Year	Per week	64.20	65.80
16-19 Staff Year	Per week	78.40	80.40

Dental Officers			
Level 1			
1st Year	Per annum	93,693	96,063
2nd Year	Per annum	107,952	110,683
3rd Year	Per annum	115,079	117,990
4th Year	Per annum	122,203	125,295
Level 2			
1st Year	Per annum	129,334	132,606
2nd Year	Per annum	136,462	139,914
Level 3			
1st Year	Per annum	144,233	147,882
2nd Year	Per annum	148,571	152,330
3rd Year	Per annum	151,366	155,196
Level 4			
1st Year	Per annum	172,815	177,187
2nd Year	Per annum	177,790	182,288
Dental Officer Management Allowance			
Level 1 (Per Annum)	Per annum	7,138	7,319
Level 2 (Per Annum)	Per annum	14,412	14,777
Area Director Oral Health Clinical Services			
Level 1	Per annum	189,916	194,721
Level 2	Per annum	208,905	214,190
Level 3	Per annum	240,652	246,740
Dental Specialist			
1st Year of service	Per annum	163,284	167,415
2nd Year of service	Per annum	169,597	173,888
3rd Year of service	Per annum	175,868	180,317
4th Year of service	Per annum	182,503	187,120
5th Year of service	Per annum	189,143	193,928
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C			
Senior Clinical Specialist			
Senior Clinical Specialist	Per annum	198,379	203,398
Dental Specialist Management Allowance			
Dental Specialist Management Allowance	Per annum	10,705	10,976
Dental Technicians			
Trainee			
Stage 1 - (first 6 months)	Per annum	41,592	42,644
Stage 2 - (6 months to 1 year)	Per annum	43,005	44,093
Stage 3 - (1 year to 18 months)	Per annum	47,526	48,728
Stage 4 - (18 months to 2 years)	Per annum	49,285	50,532
Level 1			
1st Year	Per annum	64,347	65,975
2nd Year	Per annum	66,785	68,475
3rd Year	Per annum	68,943	70,687
4th Year	Per annum	70,850	72,643

5th Year	Per annum	75,735	77,651
Level 2			
1st Year	Per annum	75,735	77,651
2nd Year	Per annum	78,372	80,355
Level 3			
1st Year	Per annum	80,997	83,046
2nd Year	Per annum	86,114	88,293
Level 4			
1st Year	Per annum	90,303	92,588
2nd Year	Per annum	91,770	94,092
Level 5			
1st Year	Per annum	100,902	103,455
2nd Year	Per annum	105,614	108,286
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)			
2nd year	Per annum	102,118	104,702
Dental Prosthetists			
Level 1			
1st Year	Per annum	80,997	83,046
2nd Year	Per annum	86,114	88,293
Level 2			
1st Year	Per annum	90,303	92,588
2nd Year	Per annum	91,770	94,092
Level 3			
1st Year	Per annum	100,902	103,455
2nd Year	Per annum	105,614	108,286
Oral Health Therapists			
Level 1			
1st Year	Per annum	65,778	67,442
2nd Year	Per annum	68,255	69,982
3rd Year	Per annum	72,461	74,294
4th Year	Per annum	77,438	79,397
Level 2			
1st Year	Per annum	82,783	84,877
2nd Year	Per annum	88,034	90,261
3rd Year	Per annum	92,318	94,654
4th Year	Per annum	95,298	97,709
Level 3			
1st Year	Per annum	102,500	105,093
2nd Year	Per annum	105,932	108,612
Level 4			
1st Year	Per annum	111,227	114,041
2nd Year	Per annum	114,007	116,891
Sole Practitioner Allowance (Oral Health Therapist)			
Sole Practitioner Allowance (Oral Health Therapist)	Per annum	7,202	7,384

Director of Animal Care Westmead			
Director Of Animal Care Westmead	Per annum	126,937	130,149
Trainee Environmental Health Officer			
1st Year	Per annum	52,320	53,644
2nd Year	Per annum	54,247	55,619
3rd Year	Per annum	56,189	57,611
4th Year	Per annum	58,119	59,589
Environmental Health Officer			
1st Year	Per annum	63,931	65,548
2nd Year	Per annum	67,004	68,699
3rd Year	Per annum	71,161	72,961
4th Year	Per annum	75,166	77,068
5th Year	Per annum	79,600	81,614
6th Year	Per annum	83,722	85,840
7th Year	Per annum	87,223	89,430
8th Year	Per annum	90,710	93,005
9th Year	Per annum	94,650	97,045
<p>In order to progress to Year 10 of the scale, an Environmental Health Officer must have:</p> <p>(i) completed 12 months service at the salary prescribed on the maximum of the scale; and</p> <p>(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.</p> <p>After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate.</p> <p>Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.</p>			
10th Year - Performance Barrier	Per annum	99,413	101,928
11th Year - Performance Barrier	Per annum	104,174	106,810
Senior Environmental Health Officer			
1st Year	Per annum	108,470	111,214
2nd Year	Per annum	112,808	115,662
Transferred Environmental Health Officer - 35hrs per week			
11th Year - Performance Barrier	Per annum	104,174	106,810
Transferred Senior Environmental Health Officer - 35hrs per week			
1st Year	Per annum	108,470	111,214
2nd Year	Per annum	112,808	115,662
Health Education Officer Non-Graduate			
1st Year of service	Per annum	55,468	56,871
2nd Year of service	Per annum	58,758	60,245
3rd Year of service	Per annum	61,985	63,553
4th Year of service	Per annum	65,258	66,909
5th Year of service	Per annum	68,364	70,094
6th Year of service	Per annum	71,624	73,436
7th Year of service	Per annum	74,821	76,714
8th Year of service	Per annum	78,463	80,448
9th Year of service & thereafter	Per annum	81,734	83,802
Health Education Officer Graduate			
1st Year of service	Per annum	63,931	65,548
2nd Year of service	Per annum	67,004	68,699

3rd Year of service	Per annum	71,161	72,961
4th Year of service	Per annum	75,166	77,068
5th Year of service	Per annum	79,600	81,614
6th Year of service	Per annum	83,722	85,840
7th Year of service	Per annum	87,223	89,430
8th Year of service	Per annum	90,710	93,005
9th Year of service	Per annum	94,650	97,045
A Graduate Health Education Officer who: - (i) has completed 12 months service at the salary prescribed on the maximum of the scale; (ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:			
On Maximum for 12 months	Per annum	99,413	101,928
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.			
On Maximum for further 12 months	Per annum	104,188	106,824
Senior Health Education Officer Non-Graduate			
1st Year of service	Per annum	84,952	87,101
2nd Year of service	Per annum	88,289	90,523
Senior Health Education Officer Graduate			
1st Year of service	Per annum	104,174	106,810
2nd Year of service	Per annum	108,470	111,214
3rd Year of service	Per annum	112,808	115,662
Part Time Health Education Officer			
Non-Graduate (Per Hour)	Per hour	41.00	42.00
Graduate (Per Hour)	Per hour	48.00	49.00
Transferred Health Education Officer - Graduate (As at 01/10/1986)			
9th Year of service	Per annum	94,650	97,045
On Maximum for 12 months	Per annum	99,413	101,928
On Maximum for further 12 months	Per annum	104,188	106,824
Ethnic Health Worker			
Part-time Ethnic Health Worker (Per Hour)	Per hour	41.22	42.26
Part-time Ethnic Day Care Co-ordinator (Per Hour)	Per hour	41.64	42.69
Hospital Scientists / Medical Technologists			
Chief Hospital Scientist			
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:			
Chief Hospital Scientist <200 ADA			
1st Year	Per week	2,315.39	2,373.97
2nd Year	Per week	2,379.81	2,440.02
3rd Year	Per week	2,460.54	2,522.79
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:			
Chief Hospital Scientist >200 ADA			
1st Year	Per week	2,460.54	2,522.79
2nd Year	Per week	2,535.39	2,599.54
3rd Year	Per week	2,599.15	2,664.91

Allowances (Hospital Scientist)			
Fellowship of A.I.M.T. Allowance			
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	Per week	63.30	64.90
Senior Hospital Scientist (Senior Medical Technologist in-charge of section)			
1st Year	Per week	1,964.64	2,014.35
2nd Year	Per week	2,030.22	2,081.58
3rd Year	Per week	2,086.80	2,139.60
Hospital Scientist (Medical technologist)			
1st Year	Per week	1,260.87	1,292.77
2nd Year	Per week	1,307.96	1,341.05
3rd Year	Per week	1,388.61	1,423.74
4th Year	Per week	1,483.67	1,521.21
5th Year	Per week	1,586.03	1,626.16
6th Year	Per week	1,687.21	1,729.90
7th Year	Per week	1,769.26	1,814.02
8th Year	Per week	1,826.34	1,872.55
Hospital Scientist (Medical Technologist) - United Dental Hospital			
1st Year	Per week	1,260.87	1,292.77
2nd Year	Per week	1,307.96	1,341.05
3rd Year	Per week	1,388.61	1,423.74
4th Year	Per week	1,483.67	1,521.21
5th Year	Per week	1,586.03	1,626.16
6th Year	Per week	1,687.21	1,729.90
7th Year	Per week	1,769.26	1,814.02
8th Year	Per week	1,826.34	1,872.55
Hospital Scientist (Scientific Officer)			
1st Year	Per week	1,260.87	1,292.77
2nd Year	Per week	1,307.96	1,341.05
3rd Year	Per week	1,388.61	1,423.74
4th Year	Per week	1,483.67	1,521.21
5th Year	Per week	1,586.03	1,626.16
6th Year	Per week	1,687.21	1,729.90
7th Year	Per week	1,769.26	1,814.02
8th Year	Per week	1,826.34	1,872.55
Senior or Chief Hospital Scientist (Senior Scientific Officer)			
1st Year	Per week	1,964.64	2,014.35
2nd Year	Per week	2,030.22	2,081.58
3rd Year	Per week	2,086.80	2,139.60
4th Year	Per week	2,315.39	2,373.97
5th Year	Per week	2,379.81	2,440.02
6th Year	Per week	2,460.54	2,522.79
7th Year	Per week	2,535.39	2,599.54
8th Year	Per week	2,599.15	2,664.91

<p>Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.</p> <p>Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:</p>			
Senior/Principal H.S. Master of Science	Per week	67.30	69.00
Principal Hospital Scientist (Principal Scientific Officer)			
1st Year	Per week	2,784.63	2,855.08
2nd Year	Per week	2,854.11	2,926.32
3rd Year	Per week	2,930.98	3,005.13
4th Year	Per week	3,000.77	3,076.69
5th Year	Per week	3,073.57	3,151.33
6th Year	Per week	3,145.40	3,224.98
7th Year	Per week	3,217.97	3,299.38
8th Year	Per week	3,291.62	3,374.90
9th Year	Per week	3,363.04	3,448.12
10th Year	Per week	3,437.45	3,524.42
<p>Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent</p>			
Trainee Hospital Scientist			
1st Year	Per week	682.04	699.30
2nd Year	Per week	737.84	756.51
3rd Year	Per week	848.83	870.31
4th Year	Per week	972.80	997.41
5th Year	Per week	1,094.41	1,122.10
6th Year	Per week	1,205.38	1,235.88
<p>The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed. Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.</p>			
Senior Hospital Scientist In-Charge of Section			
1st Year	Per week	1,964.64	2,014.35
2nd Year	Per week	2,030.22	2,081.58
3rd Year	Per week	2,086.80	2,139.60
Senior or Chief Hospital Scientist In-Charge of Lab			
Less than 200 ADA			
1st Year	Per week	2,315.39	2,373.97
2nd Year	Per week	2,379.81	2,440.02
3rd Year	Per week	2,460.54	2,522.79
More than 200 ADA			
1st Year	Per week	2,460.54	2,522.79
2nd Year	Per week	2,535.39	2,599.54
3rd Year	Per week	2,599.15	2,664.91

Transferred Hospital Scientist (Scientific Officer) - Oliver Lathan Laboratory			
5th Year	Per week	1,586.03	1,626.16
6th Year	Per week	1,687.21	1,729.90
7th Year	Per week	1,769.26	1,814.02
8th Year and Thereafter	Per week	1,826.34	1,872.55
Transferred Senior or Chief Hospital Scientist (Senior Scientific Officer) - Oliver Latham Laboratory			
1st Year	Per annum	102,512	105,106
2nd Year	Per annum	105,934	108,614
3rd Year	Per annum	108,886	111,641
4th Year	Per annum	120,814	123,870
5th Year	Per annum	124,175	127,317
6th Year	Per annum	128,388	131,636
7th Year	Per annum	132,293	135,640
8th Year and Thereafter	Per annum	135,620	139,051
Transferred Hospital Scientist (Scientific Officer) - I.C.P.M.R.			
8th Year	Per week	1,826.34	1,872.55
Transferred Senior Hospital Scientist (Senior Scientific Officer) - I.C.P.M.R.			
1st Year	Per week	1,964.64	2,014.35
2nd Year	Per week	2,030.22	2,081.58
3rd Year	Per week	2,086.80	2,139.60
4th Year	Per week	2,315.39	2,373.97
5th Year	Per week	2,379.81	2,440.02
6th Year	Per week	2,460.54	2,522.79
7th Year	Per week	2,535.39	2,599.54
8th Year and Thereafter	Per week	2,599.15	2,664.91
Library Staff			
Library Assistant			
Year 1	Per annum	51,705	53,013
Year 2	Per annum	54,873	56,261
Year 3	Per annum	58,312	59,787
Year 4	Per annum	62,658	64,243
Year 5	Per annum	64,972	66,616
Librarian Grade 1			
Year 1	Per annum	66,106	67,778
Year 2	Per annum	69,948	71,718
Year 3	Per annum	73,906	75,776
Year 4	Per annum	78,510	80,496
Year 5	Per annum	82,450	84,536
Year 6	Per annum	86,370	88,555
Librarian Grade 2			
Year 1	Per annum	89,993	92,270
Year 2	Per annum	93,520	95,886
Year 3	Per annum	98,168	100,652
Year 4	Per annum	102,108	104,691

Librarian Grade 3			
Year 1	Per annum	107,482	110,201
Year 2	Per annum	110,799	113,602
Year 3	Per annum	115,149	118,062
Year 4	Per annum	119,749	122,779
Librarian Grade 4			
Year 1	Per annum	123,337	126,457
Year 2	Per annum	126,967	130,179
Year 3	Per annum	130,714	134,021
Year 4	Per annum	134,787	138,197
Library Technician - Grade 1			
Year 1	Per annum	66,106	67,778
Year 2	Per annum	69,948	71,718
Year 3	Per annum	73,906	75,776
Year 4	Per annum	78,510	80,496
Medical Officers			
Intern			
Intern	Per annum	71,283	73,086
Resident			
1st Year	Per annum	83,554	85,668
2nd Year	Per annum	91,899	94,224
3rd Year	Per annum	104,084	106,717
4th Year	Per annum	112,996	115,855
Registrar			
1st Year	Per annum	104,084	106,717
2nd Year	Per annum	112,996	115,855
3rd Year	Per annum	121,941	125,026
4th Year	Per annum	130,532	133,834
Senior Registrar			
For the purposes of calculation of payments to officers pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula: Annual Salary x 1/ 52.17857 x 38 and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6			
Senior Registrar	Per annum	146,762	150,475
Allowances (Medical Officers)			
Higher Medical Qualification Allowance (Medical Officers)	Per week	61.60	63.20
The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar. The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.			
Higher Medical Qualification Allowance - After 5 Years	Per week	30.80	31.60
The qualification allowance is paid when an officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.			
Part-Time Medical Officers			
(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment)			
Less than 3 years post-graduate experience (per hour)	Per hour	60.33	61.86
More than 3 years post-graduate experience (per hour)	Per hour	70.71	72.50

More than 6 years post-graduate experience (per hour)	Per hour	85.08	87.23
<p>Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days. Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%. Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%. Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%</p>			
Transferred Medical Officers			
Less than 6 years post graduate experience (per hour)	Per hour	68.49	70.22
6 to less than ten years post graduate experience (per hour)	Per hour	85.08	87.23
10 years or more post-graduate experience (per hour)	Per hour	107.85	110.58
Possess Dip. of Psychological Medical (per hour)	Per hour	101.28	103.84
Dip. of Psychological Medical more than 2 years (per hour)	Per hour	107.85	110.58
Medical Officer - 5th Schedule - 10th year (per annum)	Per annum	154,370	158,276
Community Physician			
Community Physician	Per annum	193,973	198,881
Medical Records Administrator			
1st Year	Per annum	63,192	64,791
2nd Year	Per annum	65,761	67,425
3rd Year	Per annum	69,225	70,976
4th Year	Per annum	72,411	74,243
5th Year	Per annum	75,692	77,607
6th Year	Per annum	79,386	81,394
7th Year and Thereafter	Per annum	82,739	84,832
Medical Records Manager			
Grade 1	Per annum	90,907	93,207
Grade 2	Per annum	94,079	96,459
Grade 3	Per annum	97,737	100,210
Grade 4	Per annum	105,498	108,167
Grade 5	Per annum	109,178	111,940
Grade 6	Per annum	113,081	115,942
Grade 7	Per annum	117,265	120,232
Grade 8	Per annum	126,259	129,453
Country Regions	Per annum	109,178	111,940
Research/Analyst/Specialist Dept. or Section			
Research/Analyst/Specialist Dept. or Section	Per annum	88,202	90,434
Medical Superintendents			
Chief Executive Officer			
Level 1	Per annum	244,353	250,535
- 16% Clinical Loading (CEO L1)	Per annum	39,096	40,086
Level 2	Per annum	232,852	238,743
- 16% Clinical Loading (CEO L2)	Per annum	37,256	38,199
Level 3	Per annum	221,349	226,949
- 16% Clinical Loading (CEO L3)	Per annum	35,416	36,312
Level 4	Per annum	179,224	183,758

- 16% Clinical Loading (CEO L4)	Per annum	28,676	29,401
Level 5	Per annum	163,898	168,045
- 16% Clinical Loading (CEO L5)	Per annum	26,224	26,887
Medical Super/Deputy Chief Executive Officer			
Level 1	Per annum	232,852	238,743
- 16% Clinical Loading (MSDCEO L1)	Per annum	37,256	38,199
Level 2	Per annum	221,349	226,949
- 16% Clinical Loading (MSDCEO L2)	Per annum	35,416	36,312
Level 3	Per annum	206,030	211,243
- 16% Clinical Loading (MSDCEO L3)	Per annum	32,965	33,799
Level 4	Per annum	163,898	168,045
- 16% Clinical Loading (MSDCEO L4)	Per annum	26,224	26,887
Level 5	Per annum	156,231	160,184
- 16% Clinical Loading (MSDCEO L5)	Per annum	24,997	25,629
Deputy Medical Superintendent			
Level 1	Per annum	206,030	211,243
- 16% Clinical Loading (DMS L1)	Per annum	32,965	33,799
Level 2	Per annum	179,224	183,758
- 16% Clinical Loading (DMS L2)	Per annum	28,676	29,401
Level 3	Per annum	163,898	168,045
- 16% Clinical Loading (DMS L3)	Per annum	26,224	26,887
Assistant Medical Superintendent			
Level 1			
1st Year	Per annum	171,570	175,911
- 16% Clinical Loading (AMS L1)	Per annum	27,451	28,146
2nd Year	Per annum	179,224	183,758
- 16% Clinical Loading (AMS L1Y2)	Per annum	28,676	29,401
Level 2			
1st Year	Per annum	156,231	160,184
- 16% Clinical Loading (AMS L2)	Per annum	24,997	25,629
2nd Year	Per annum	163,898	168,045
- 16% Clinical Loading (AMS L2Y2)	Per annum	26,224	26,887
Level 3			
1st Year	Per annum	148,590	152,349
- 16% Clinical Loading (AMS L3)	Per annum	23,774	24,376
2nd Year	Per annum	156,231	160,184
- 16% Clinical Loading (AMS L3Y2)	Per annum	24,997	25,629
Level 4			
1st Year	Per annum	133,257	136,628
- 16% Clinical Loading (AMS L4)	Per annum	21,321	21,860
2nd Year	Per annum	140,923	144,488
- 16% Clinical Loading (AMS L4Y2)	Per annum	22,548	23,118
Clinical Superintendent			
Level 1			
1st Year	Per annum	156,231	160,184

- 16% Clinical Loading (CS L1)	Per annum	24,997	25,629
2nd Year	Per annum	163,898	168,045
- 16% Clinical Loading (CS L1Y2)	Per annum	26,224	26,887
Level 2			
1st Year	Per annum	148,590	152,349
- 16% Clinical Loading (CS L1)	Per annum	23,774	24,376
2nd Year	Per annum	156,231	160,184
- 16% Clinical Loading (CS L2Y2)	Per annum	24,997	25,629
Allowances (Medical Superintendents)			
16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base Award salary as varied from time to time with respect to their clinical work performed as part of their function. The qualification allowance shall only apply to those officers who were receiving this allowance as of April 1986 and have continued to remain in the position held by them as of that date			
Higher Medical Qualification Allowance - Where an officer holds a higher medical qualification relevant to their hospital work (Medical Superintendents)	Per week	55.30	56.70
Diploma Hospital Administration issued AIHA	Per week	32.53	33.35
Diploma or Degree Hospital Administration from a University - where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration	Per week	32.53	33.35
Hospitals are graded at level indicated below:			
Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital			
Level 2 - St. Vincents Hospital, Darlinghurst, St. George Hospital, Royal Alexandra Hospital for Children			
Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital - Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.			
Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital - North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St. Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.			
Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital - Auburn, St. Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.			
Music Therapist Unqualified			
1st Year (Per Hour)	Per hour	30.64	31.42
2nd Year (Per Hour)	Per hour	31.30	32.09
3rd Year (Per Hour)	Per hour	31.83	32.64
Nurse Counsellor Non-Graduate			
1st year of service	Per annum	57,889	59,354
2nd year of service	Per annum	60,621	62,155
3rd year of service	Per annum	64,104	65,726
4th year of service	Per annum	67,323	69,026
5th year of service	Per annum	70,775	72,566

Nurse Counsellor Graduate			
1st year of service	Per annum	64,528	66,161
2nd year of service	Per annum	67,625	69,336
3rd year of service	Per annum	71,866	73,684
4th year of service	Per annum	75,689	77,604
5th year of service	Per annum	80,192	82,221
6th year of service	Per annum	83,814	85,934
7th year of service	Per annum	87,242	89,449
8th year of service	Per annum	90,295	92,579
9th year of service	Per annum	94,674	97,069
Remedial Gymnast (Qualified)			
1st Year	Per annum	56,024	57,441
2nd Year	Per annum	57,729	59,190
3rd Year	Per annum	61,155	62,702
4th Year	Per annum	64,347	65,975
5th Year	Per annum	67,635	69,346
6th Year and Thereafter	Per annum	70,901	72,695
Sessional Rates			
Sessional Music Therapist	Per session*	235.00	240.90
Sessional Occupational Therapist	Per session*	235.00	240.90
Sessional Orthoptist	Per session*	235.00	240.90
Sessional Physiotherapist	Per session*	235.00	240.90
Sessional Podiatrist	Per session*	235.00	240.90
Sessional Speech Pathologist	Per session*	235.00	240.90
*Session = 3½ hours			
Sexual Assault Workers - Non-Graduate			
Grade 1			
1st Year	Per annum	55,462	56,865
2nd Year	Per annum	58,761	60,248
3rd Year	Per annum	61,985	63,553
4th Year	Per annum	65,257	66,908
5th Year	Per annum	68,362	70,092
Grade 2			
1st Year	Per annum	71,624	73,436
2nd Year	Per annum	74,816	76,709
Social Educators			
1st Year	Per annum	67,004	68,699
2nd Year	Per annum	71,161	72,961
3rd Year	Per annum	75,166	77,068
4th Year	Per annum	79,598	81,612
5th Year	Per annum	83,722	85,840
6th Year	Per annum	87,223	89,430
7th Year	Per annum	90,713	93,008
8th Year and Thereafter	Per annum	94,650	97,045

Program Director			
1st Year	Per annum	120,544	123,594
2nd Year	Per annum	123,337	126,457
Welfare Officers - Non-Graduate			
Grade 1			
1st Year	Per annum	55,462	56,865
2nd Year	Per annum	58,761	60,248
3rd Year	Per annum	61,985	63,553
4th Year	Per annum	65,257	66,908
5th Year	Per annum	68,362	70,092
Grade 2			
1st Year	Per annum	71,624	73,436
2nd Year	Per annum	74,816	76,709
Allowance (Welfare Officer)			
Welfare Officer - Non-Graduate 2 years on maximum	Per week	69.80	71.60

PART C

LIST OF AWARDS

Awards as varied or replaced from time to time.

Public Hospitals Medical Superintendents (State) Award 2021

Public Hospital Career Medical Officers (State) Award 2021

Public Hospital Medical Officers (State) Award 2021

Hospital Scientists (State) Award 2021

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

Public Hospitals Librarians (State) Award 2021

Public Hospitals Medical Record Librarians Award 2021

Public Hospitals Dental Assistants (State) Award 2021

Health Employees Oral Health Therapists (State) Award 2021

Health Employees Dental Officers (State) Award 2021

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

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTHSHARE NSW PATIENT TRANSPORT OFFICERS' (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192080 of 2022)

Before Chief Commissioner Constant

13 July 2022

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Conditions of Employment
4.	Classifications
5.	Meals
6.	Anti-Discrimination
7.	No Extra Claims
8.	Area, Incidence and Duration

PART B

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

1. Definitions

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

“Patient Transport Officer” means an employee of HealthShare NSW who is appointed to an approved Patient Transport Officer position.

“Trainee Patient Transport Officer” means an employee of HealthShare NSW who is undertaking the necessary and relevant training and work experience as determined by the employer to become a Patient Transport Officer.

“Union” means the Health Services Union New South Wales.

2. Salaries

Full time Patient Transport Officers, as defined under this award, shall be paid the salaries as set out in Table 1 - of Part B - Monetary Rates, of this Award.

3. Conditions of Employment

- (i) The following awards as varied or replaced from time to time shall apply except in so far as any term of any of those awards are inconsistent with this award:

Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time; except for:

Clause 3 (xii) and (xiii) – the meal break and tea break provisions do not apply; and

Clause 14(i) and (vi) – do not apply, and Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time.

In the event of any inconsistency between the above awards, the provisions in this award shall apply.

4. Classifications

- (i) A Trainee Patient Transport Officer is an employee who is undertaking the necessary and relevant training and work experience as determined by HealthShare NSW to become a Patient Transport Officer and who is appointed to an approved Trainee Patient Transport Officer position.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. Among other things, this category of employee will receive training and certification in work health and safety, first aid, driver training, patient handling, oxygen administration, equal employment opportunity, anti-discrimination and anti-harassment.

- (ii) A Patient Transport Officer is an employee who has successfully completed the necessary and relevant training and work experience as determined by the employer to become a Patient Transport Officer and who is appointed to an approved Patient Transport Officer position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the employer.

This category of employee will be involved in routine and non-emergency patient transport utilising basic life support skills. This category of employee will not be utilised to crew ambulances engaged in emergency/casualty response.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by HealthShare NSW.

5. Meals

- (i) Employees working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
- (ii) Employees working 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.
- (iii) Employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time.
- (iv) An employee who is directed to take their crib break away from her or his starting location for that shift, will be paid a crib away allowance as follows:
- (a) Where an employee is entitled to one crib break per shift the payment for any crib directed to be taken away from the employee's starting location for that shift will be paid at the rate prescribed in Item 1 of Table 2 - Other Rates and Allowances of Part B, of this Award for each occasion that the employee is so directed.
- (b) Where an employee is entitled to two crib breaks per shift the payment for any crib directed to be taken away from the employee's starting location for that shift will be paid at the rate prescribed in Item 2 of Table 2 - Other Rates and Allowances of Part B, of this Award for each occasion that the employee is so directed.

6. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (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 effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions 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 exempt from anti-discrimination legislation.
 - (b) Offering or providing junior rates to a person 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 a 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:

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

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The salaries and allowances in the last column of Table 1 - Salaries and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the HealthShare NSW Patient Transport Officers (State) Award 2021 published 8 April 2021 (391 I.G. 888) and all variations thereof.

- (iii) This Award shall apply to persons employed in classifications contained herein in the NSW Health See employed within HealthShare NSW under section 115(1) of the *Health Services Act 1997*, or any successors, assignees or transmittes.

PART B

Table 1- Salaries

Classification	Rate to apply from ffppoa 01/07/2021 \$	Rate effective first fullpay period on or after 1/07/2022 \$
Trainee Patient Transport Officer	1,067.99	1,095.01
Patient Transport Officer	1,115.60	1,143.82

Table 2 - Other Rates and Allowances

Item	Clause	Allowance Description	Rate to apply from to ffppoa 01/07/2021 \$	Rate effective firstfull pay period on or after 1/7/2022 \$
1	5(iv)(a)	Crib Away Allowance (SingleCrib)	23.65	24.25
2	5(iv)(b)	Crib Away Allowance (TwoCribs)	11.83	12.13

N. CONSTANT, *Chief Commissioner*

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HOSPITAL SCIENTISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 194530 of 2022)

Before Chief Commissioner Constant

13 July 2022

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

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Grading Employees
4.	Hours
4A.	Multiple Assignments
5.	Shift Work and Weekend Work
6.	Rostering Hours
7.	On-Call
8.	Permanent Part-Time and Part-Time Employees
9.	Overtime
10.	Meals
11.	Higher Duties
12.	Public holidays
13.	Annual Leave
14.	Long Service Leave
15.	Sick Leave
16.	Payment and Particulars of Salary
17.	Termination of Employment
18.	Accommodation and Amenities
19.	Inspection of Lockers of Employees
20.	Uniform and Laundry Allowance
21.	Climatic and Isolation Allowance
22.	Notice Boards
23.	Union Representative
24.	Exemptions
25.	Blood Counts
26.	Settlement of Disputes
27.	Anti-Discrimination
28.	Travelling Allowance
29.	General Conditions
30.	Promotions and Appointments
31.	Board and Lodgings
32.	Maternity, Adoption & Parental Leave
32A.	Lactation Breaks
33.	Family and Community Services Leave and Personal/Carer's Leave
33A.	Family Violence Leave
34.	Mobility, Excess Fares and Travelling
35.	Labour Flexibility

- 36. Salary Packaging
- 37. Reasonable Hours
- 38. Salary Sacrifice to Superannuation
- 39. No Extra Claims
- 40. Area, Incidence and Duration

PART B

Table 1 - Allowances

PART A

1. Definitions

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

"ADA" means the daily average of occupied beds adjusted by counting each 700 registered outpatients as one occupied bed. The average shall be taken for the twelve months for the year ending 30 June in each and every year and such average shall relate to the salary for the succeeding year.

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

"Director/Deputy Director" means an employee appointed as Head of a Department or as second in-charge of a Department, provided that such a position is approved as such by the employer.

"Employee" means a Hospital Scientist, Senior Hospital Scientist, Principal Hospital Scientist, or Trainee Hospital Scientist as defined.

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

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act, as amended or varied from time to time.

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

"Hospital Scientist" means an employee who has acquired the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1974) or who has obtained a degree in science from an approved university or college of advanced education requiring a minimum of three years full-time study or such qualifications as the employer deems equivalent.

"Principal Hospital Scientist" means a Hospital Scientist who has been appointed as such and holds a post graduate degree in science at least equivalent to the degree of Master of Science of an approved university, or such other qualifications deemed by the employer to be equivalent and who has had not less than ten years post graduate experience in an appropriate scientific field.

"Senior Hospital Scientist" means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the employer to be appropriate who -

- (a) has been appointed to a position in charge of a section of a laboratory; or
- (b) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

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

"Senior or Chief Hospital Scientist" means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the employer to be appropriate who:

- (a) has been appointed to a position in charge of a laboratory; or
- (b) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

"Service" means service before and/or after the commencement of this Award in any one or more hospitals as defined under section 15 of the *Health Services Act 1997*, or any other hospital deemed acceptable by the employer.

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

"Trainee Hospital Scientist" means an employee appointed as such who is undertaking a part-time degree course in science at an approved University and is engaged in work related to the profession for which they are qualifying.

"Union" means the Health Services Union NSW.

2. Salaries

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

3. Grading of Employees

- (i) Grades: Every employee other than Trainee Hospital Scientist shall be classified in one of the grades of Hospital Scientist, Chief/Senior Hospital Scientist, or Principal Hospital Scientist as provided hereunder.
- (ii) Years of Scale -
 - (a) Within each grade employees shall, at all times be classified not lower than the year of scale corresponding to the minimum described hereunder for their respective qualifications and/or duties advanced by:
 - (1) At least one year of scale for each completed year of service in that grade and hospital; and
 - (2) At least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.
 - (b) In determining an employee's classification due allowance also shall be made for any post graduate experience.
- (iii) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.

Bachelor's Degree (3 year course) - 1st year;

Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year;

Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years' experience concurrent with or after the last two years of the course - 3rd year;

Master's Degree - 4th year;

Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the employee is engaged.

- (iv) Credentials Committee. A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or the relevant Health Service.
 - (a) The appointment of a new employee as a Senior Hospital Scientist (other than a Senior Hospital Scientist in charge of a laboratory or a section of a laboratory), or a Principal Hospital Scientist.
 - (b) The promotion of an employee from Hospital Scientist to Senior Hospital Scientist.
 - (c) The promotion of an employee from Senior Hospital Scientist to Principal Hospital Scientist.

4. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked from Monday to Friday inclusive and to commence on such days at or after 6:00 a.m. and before 10:00 a.m.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 days each employee shall not work their ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30th June, 1984, working shifts of less than eight hours duration may:
 - (1) continue to work their existing hours each 28 days but spread over 19 days, or
 - (2) with the agreement of the hospital, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regards to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.

- (vii) Where the employer and the Union agree that exceptional circumstances exist in a particular Health Service, an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the employee concerned, accumulate and be taken at a time mutually agreed between the employee and the employer. Provided that the maximum number of days off duty which may accumulate under this subclause shall be three.
- (viii) There shall be no accrual of 0.4 of an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 13, Annual Leave, of this Award. However where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
- Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (ix) An employee entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of workers compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 12 - Public Holidays of this Award, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at the ordinary rates of pay.
- (xiii) There shall be one tea break of twenty minutes duration. This is additional to the meal break provided for in subclause (xii) of this clause.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

4A. Multiple Assignments

(This Clause has had application from 13 August 2018)

- (i) Multiple assignments under this Award exist when:
- a. An employee has more than one position under this Award within the New South Wales Health Service, and
 - b. The same conditions of employment within the Award apply to the positions.
- Each of these positions is referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) This clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Organisation in the Public Health System

(iv) The following provisions apply to employees with two or more assignments, that comply with 4A(i), within a single Organisation in the Public Health System:

(a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

Hours, Additional Days Off, and Overtime

(b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 4, Hours.

(c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (ie full time) in Clause 4 they will be considered as a full time employee for the purposes of the Award and:

1. that employee is entitled to allocated days off in accordance with Clause 4, Hours, and
2. Clause 9, Overtime, shall apply for the purposes of overtime.

(d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause they will be treated in accordance with Part 1 of Clause 8, Permanent Part-Time and Part-Time Employees.

1. All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part 1 of Clause 8 Permanent Part-Time and Part-Time Employees, and
2. Overtime as prescribed in Clause 9, Overtime (including subclauses (v) and (vi)).

(e) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.

(f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.

(g) Where overtime is compensated by way of time off in lieu that time off in lieu must be taken in the assignment which generated the overtime.

(h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with paragraphs (c) or (d) of this subclause.

Public Holidays – Rostered Day Off

(i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under Clause 12, Public Holidays subclause (iv).

Temporary Employees

(j) Where an employee has an assignment which attracts a 10% loading in accordance with subclause 3.2 of the Health Industry Status of Employment (State) Award 2022, as varied or replaced from time to time, the 10% loading shall only apply to hours worked in that assignment.

While ever this loading is paid, the provisions of subclauses (p), (q) and (s) of this subclause shall not apply to the temporary assignment.

Employees Engaged as Part Time as at 1 November 2001

(k) Where an employee:

1. has elected to receive the benefits set out in Part 2 of Clause 8, Permanent Part-Time and Part-Time Employees, in relation to an assignment, and
2. after the date this clause was operative in this Award the employee commences in a second or further permanent part time assignment (as set out in Part 1 of Clause 8, Permanent Part-Time and Part-Time Employees) and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

Part 2 of Clause 8, Permanent Part-Time and Part-Time Employees, shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the Award.

(l) Where an employee:

1. has elected to receive the benefits set out in Part 2 of Clause 8 Permanent Part-Time and Part-Time Employees, in relation to an assignment, and
2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

Part 2 of Clause 8, Permanent Part-Time and Part-Time Employees shall not apply to any of their assignments.

Incremental Progression

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

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.

- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with subclause (iii)(b) of Clause 13 Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under Clause 32, Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

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

Multiple Assignments Across Different Organisations in the Public Health System

- (v) Multiple Assignments, that meet the criteria in paragraph (i) of this clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are:
 - (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals

allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.

- (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this award may elect to apportion their accrued leave across their assignments.
- (c) Service in all assignments will be aggregated for the purposes of calculating entitlements under Clause 14, Long Service Leave.
- (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 32, Maternity, Adoption and Parental Leave.
- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal/Carer's Leave as provided in Clause 33.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family Violence Leave as provided in Clause 33A.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of Clause 9, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisation in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Organisation in the Public Health System.

Changes to the composition of Organisation in the Public Health System

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

5. Shift Work and Weekend Work

- (i) Subject to the provisions of this clause, employees may be employed on shift work.
- (ii) The ordinary hours of shift workers shall be worked on not more than five days per week and shall not exceed 152 hours per 28 calendar days.
- (iii) As far as practicable, no employee shall be obliged to work shift work against his/her wishes.
- (iv) Senior Hospital Scientists and Principal Hospital Scientists shall not be required to work shift work against their wishes.
- (v) Before shift work is introduced into any section or department of a Health Service, the proposals relating thereto shall be conveyed to the Union and an opportunity given to discuss such proposals with representatives of the Health Service concerned and the employer.

- (vi) Any disputes arising out of the introduction of new shift systems shall be referred to a committee consisting of not more than six members with equal representatives of the employer and the Union.

In the event of no unanimous decision being arrived at, the matter in dispute may be notified to the Industrial Registrar for the consideration of the Public Health Employees (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

- (vii) Work performed by shift workers working during ordinary hours shall be paid at the following rates:
- (a) On Mondays to Fridays between 8:30 a.m. and 9:00 p.m. at ordinary time rate of pay.
 - (b) On Mondays to Fridays before 8:30 a.m. and after 9:00 p.m. at the rate of time and a half.
 - (c) On Saturdays at the rate of time and a half.
 - (d) On Sundays at the rate of time and three quarters.

Provided that a part-time employee shall not be entitled to be paid in addition the loading prescribed in subclause (ii) of Part 2 of clause 8, Permanent Part-Time Employees and Part-Time Employees, of this Award.

Provided further that, positions which prior to 31 August 1988 were covered under the terms of the *Hospital Employees Conditions of Employment (State) Award*, shall continue to be paid in accordance with provisions of Penalty Rates for Shift Work, Weekend Work and Special Working Conditions, of that Award. Further provided that the provisions of subclauses (iii) and (iv) shall not apply to these positions.

6. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable such roster shall be displayed two weeks but, in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further that a roster may be altered at any time to enable the services of the Health Service to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been his/her day off such time worked shall, subject to subclause (vi) of clause 4, Hours, be paid for at overtime rates. Furthermore, where a change in roster hours occurs with less than 24 hours' notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with clause 4, Hours of this Award, that allocated day off duty is to be shown on the roster of hours for that employee.

7. On-Call

An employee required by the employer to be on-call in any one 24 hour period shall be paid an allowance as set out in Item 1 of table 1, Allowances, for that period or any part thereof, provided that only one allowance shall be paid in any period of 24 hours.

Provided that an on-call roster shall not be introduced by a Health Service without the approval of the employer. Principal Hospital Scientists are excluded from the provisions of this clause.

Provided that this clause shall not apply to positions covered by the Public Hospital Medical Technologists (State) Award, prior to 31 August 1988.

8. Permanent Part-Time and Part-Time Employees

Part 1 Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification.
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two (2) or more than thirty two (32) hours in any full week of seven days, such week to be coincidental with the pay period. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 Part-Time Employees

- (i) Employees engaged as part-time employees on or before 1 November 2001 are entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause.
- (ii) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this clause, may be employed for not less than eight or more than thirty hours in any full week of seven days, such week to be coincidental with the pay period of each hospital respectively, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof.
- (iii) In an emergency, part-time employees may be allowed to work more than thirty hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of Part 2 of this clause.
- (iv) With respect to employees employed as part-time workers the provisions of clause 4, Hours, subclauses (iv) to (xi) of this Award shall not apply.
- (v) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (vii) With respect to employees employed as part-time workers the provisions of clause 9, Overtime, of this Award, except where provided in subclauses (v) and (vi) of Part 2 of this clause, shall not apply.

9. Overtime

- (i) All time worked by day workers and shift workers in excess of or outside the ordinary hours prescribed by clause 4, Hours, and clause 5, Shift Work and Weekend Work of this Award, respectively, shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that all time worked on Sundays shall be paid for at double time; provided further that all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (ii) Subject to subclauses (iii) - (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (viii) An employee recalled to work overtime as prescribed by this subclause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place or work.

Provided further that where an employee elects to use their own mode of transport they shall be paid an allowance equivalent to the "Transport Allowance" as provided by determination made under the *Health Services Act 1997*, as varied from time to time.

- (ix) When overtime is necessary it shall wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

For the purposes of assessing overtime each day shall stand alone, provided however, that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

- (x) An employee who works such overtime:
- (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
- (b) on a Saturday, a Sunday and a holiday, not being ordinary working day, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her employer such an employee resumes or continues to

work without having had such eight consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (xi) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, they shall be paid at ordinary rates for the time reasonably spent travelling from the employer's premises to the employee's home with a maximum payment of one (1) hour.

This subclause shall not apply in the case of call-back nor where the employee has their own vehicle available for conveyance home.

- (xii) The provisions of this clause shall not apply to Principal Hospital Scientists.

10. Meals

- (i) An employee who works authorised overtime shall be paid in addition for such overtime -
- (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6:00 a.m.;
 - (b) as set out in Item 2 of Table 1, for luncheons when such overtime extends beyond 2:00 p.m. on Saturdays, Sundays or holidays;
 - (c) as set out in Item 2 of the said Table 1, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly or after 7:00 p.m.;
- or shall be provided with adequate meals in lieu of payment.
- (ii) The value of payments for meals shall be varied as the equivalent rates in the Crown Employees (Public Service Condition of Employment) Award 2009, as varied or replaced from time to time.
- (iii) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (iv) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (v) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break.

11. Higher Duties

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

12. Public Holidays

- (i) Public Holidays shall be allowed to employees on full pay.
- (ii) Where an employee is required to and does work on any of the holidays set out in subclause (iii) of this clause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the weekly rate prescribed by Clause 2, Salaries, of this Award, such payment in the case of shift workers to be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday:

Provided that if the employer and the employee so agree, an employee may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (iii) For the purpose of this clause, the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day, and other days proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (iv) Where a public holiday occurs on a shift worker's rostered day off, they shall be paid one day's pay in addition to the weekly rate, or if the employer and the employee so agree, have one day added to his period of annual leave.
- (v) An employee who has accrued additional annual leave under subclause (ii) or (iv) of this clause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (vi) Subclauses (i) and (ii) of this clause shall not apply to part-time employee of this Award but each such employee who is required to work on a public holiday as defined in subclause (iii) of this clause shall be paid at the rate of double time and one-half but such employee shall not be entitled to be paid in addition the loading of 15 per cent prescribed in subclause (i) of clause 8, Part-Time Employees, of this Award.
- (vii) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Public Holidays" of that Award shall apply.
- (viii) In addition to those public holidays specified in subclause (iii), employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and the Union. Such public holiday shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where in each year a day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays specified in the said subclause are proclaimed and observed as half public holidays.

Provided further that in areas where in each year only one half day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday, which otherwise would, as a result of this subclause apply, will be observed.

13. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.

- (ii) Annual leave on full pay shall be granted on completion of each twelve months service as follows:
- (a) Principal Hospital Scientists - 5 weeks.
 - (b) All other employees - 4 weeks.
- (iii)
- (a) This subclause does not apply to part-time employees.
 - (b) Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during the qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) If 35 ordinary shifts on such days have been worked - one week.
 - (2) If less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours leave for 35 such shifts worked.
 - (3) If less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked.
- The calculations referred to above shall be made to the nearest one fifth of the ordinary hours worked, half or more than half of one fifth being regarded as one fifth and less than half being disregarded.
- Provided that an employee, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
- An employee with accrued annual leave pursuant to this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (c) Provided further that on termination of employment, employees shall be entitled to payment for any untaken leave due under this subclause together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (iv) The annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holidays accrues; provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent of the employee, be postponed for a period not exceeding 18 months.
- (v) The employer shall give to each employee three months' notice where practicable and not less than one months' notice of the date upon which the employee shall enter upon annual leave.
- (vi) An employee who is normally employed to work shifts shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave, provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of Clause 12, Public Holidays, of this Award.

- (vii) Credit of time towards an allocated day off duty shall not accrue when an employee is absent on ordinary annual leave in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 4, Hours, of this Award shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclause (ii) of clause 12, Public Holidays, of this Award.
- (viii) Employees shall be entitled to an annual leave loading of 17.5 per centum, or shift penalties as set out in subclause (vi) of this clause, whichever is the greater.

NOTATION: The conditions under when the annual leave loading shall be paid to employees are the same as generally applied through circulars issued by the Ministry of Health, as varied or replaced from time to time.

14. Long Service Leave

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

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

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

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

- (ii) For the purposes of subclause (i) of this clause:
 - (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with Section 7 of the NSW Health Policy Directive PD2019_010 *Leave Matters for the NSW Health Service*, as amended or replaced from time to time.
 - (b) Broken periods of service with the employer in one or more hospitals shall count as service.
 - (c) Service shall not include -
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
 - (2) any period of part-time service, except permanent part-time service, as provided for in subclause (ix).

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

- (a) on full pay;

- (b) on half pay; or
- (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination, unless the employee elects to transfer their leave entitlement in accordance with Section 18 of the NSW Health Policy Directive 2019_010 Leave Matters for the NSW Health Service, as amended or replaced from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 8, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination under the *Health Services Act 1997*.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this

Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which Clause 21, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which Clause 21, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (b) An employee employed -
- (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

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

15. Sick Leave

- (i) Full-time employees - a full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service, less any sick leave on full pay already taken subject to the following conditions.
- (a) All periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer, provided such approval shall not be unreasonably withheld; provided however, that the employer may dispense with the requirement of the medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as to not warrant such requirements.
 - (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (c) An employee shall not be entitled to sick leave until after three months continuous service.
 - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this Award in respect

of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this Award.

- (e) Employees who are employed at the date of the commencement of this Award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such a date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under subclause (ii) (a) of Clause 14, Long Service Leave, of this Award, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
- (g) Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration for the absence.

Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.

- (ii) Part-time employees - A part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of the employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or 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.
- (iv) For the purpose of determining a full-time employee's sick leave credit as at the 1st July 1984, sick leave entitlement shall be proportioned on the basis of 76/80.

16. Payment and Particulars of Salary

- (i) Salaries shall be paid weekly or fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited by the employer in sufficient time to ensure that salaries are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the salaries of such employees are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their days off.

- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, any employee who was given or who has been given notice of termination of employment in accordance with Clause 17, Termination of Employment, of this Award, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or their services are terminated without notice in accordance with Clause 17, Termination of Employment, of this Award, any moneys due to him or her shall be paid as soon as possible after such dismissal or termination, but in any case, not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement in writing containing the following particulars, namely: name, the amount of ordinary salary, the total hours of overtime worked, if any, other monies paid, and the purpose for which they are paid and the amount of deductions made from the total earnings and the nature thereof.
- (v) Where the retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
 - (b) Overpayment
 - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
 - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

17. Termination of Employment

- (i) During the first three months of employment, employment shall be from week to week. After three months continuous service, employment may be terminated only by twenty eight days' notice given either by the employer or the employee at any time during the week or by payment or forfeiture of twenty eight days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.
- (ii) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.

- (iii) Provided that this clause shall not apply to positions covered by the Hospital Employees Conditions of Employment (State) Award, prior to 31 August 1988, the provisions of "Termination of Employment", subclause (ii), of that Award, shall apply.

18. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1st January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:

Sanitary conveniences -

- (a) Seats - in the proportion of 1 seat to every 15 employees or fraction of 15 employees of each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities must be located conveniently to work places, they must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

Washing and Bathing Facilities

- (a) Washing provision by way of basins of suitable impervious material with taps set at 600mm centres with hot and cold water supplied, in proportion of one hot tap and one cold tap for each fifteen employees or part of 15 employees of each sex. Space in front of the wash points shall not be less than 900mm.
- (b) Showers spaced at not less than 900mm and with hot and cold water connected for persons ceasing work at any one time in a minimum ratio of one shower for every twenty persons or part of twenty persons of each sex ceasing work at any one time.

Washing and bathing facilities must be adequately lighted and ventilated; floors, walls and ceilings finished with a smooth-faced surface resistant to moisture.

These facilities should be incorporated in or communicated direct with the change room and should not be contained within any closet block.

Change Rooms and Lockers

- (a) Properly constructed and ventilated change rooms equipped with a vented steel locker, at least 300mm wide by 450mm deep and 1800mm high for each employee.
- (b) Floor area not less than 0.56 sq. m. per employee to be accommodated.
- (c) Space between lockers - set up facing one another and not less than 1.5 metres. Trafficways not less than one metre wide.
- (d) Sufficient seating not less than 260mm wide by 380mm high should be provided.
- (e) Lockers should be set up with at least 150mm clearance between the floor of the locker and the floor of the room. Lockers shall be of the lock-up type with keys provided.

Dining Room

- (a) Well constructed, ventilated and adequately lighted dining room(s). Generally, floor area should not be less than 1.0 sq. m. per employee using the meal room at any one time.
- (b) Tables not more than 1.8 m. long, spaced 1.2 m. apart, allowing 0.6 m. of table space per person.
- (c) Chairs or other seating with back rests. Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils shall be provided.

Rest Room

A well constructed and adequately lighted and ventilated room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

- (iv) The above standards shall be the minimum to be included in working drawings approved after 1st December 1976, for new hospitals.
- (v) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

19. Inspection of Lockers of Employees

Lockers may be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee appointed by the employer, and if practicable, a Union Branch Employee, otherwise by any two employees so appointed by the employer.

20. Uniform and Laundry Allowance

- (i) Subject to subclause (iii) of this clause, sufficient suitable and serviceable uniforms shall be supplied free of cost to each employee required to wear a uniform provided that an employee to whom a new uniform or part of a uniform has been supplied by the employer who, without good reason, fails to return the corresponding article last supplied to him or her, shall not be entitled to have such article replaced without payment thereof at a reasonable price.
- (ii) An employee, on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee an amount per week as set in Item 3 of Table 1, Allowances.
- (iv) If at any hospital the uniform of the employee is not laundered at the expense of the employer, an allowance per week as set in Item 3 of the said Table 1, shall be paid to such employee.
- (v) Each employee whose duties require him/her to work in a hazardous situation shall be supplied with the appropriate protective clothing and equipment.
- (vi) The allowances referred to in subclauses (iii) and (iv) are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.

21. Climatic and Isolation Allowance

- (i) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause but not including places as specified in subclause (ii) of this clause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell, and Bonshaw.
- (ii) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause shall be paid a weekly allowance as set in Item 4 of Table 1, Allowances, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River at Swan Hill (Victoria) and thence to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime, the allowances prescribed in this clause shall be regarded as part of the salary for the purpose of this Award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) A part-time employee shall be entitled to the allowances prescribed in this clause in the same proportion as average hours worked each week bears to 38 ordinary hours.

22. Notice Boards

The hospital shall permit notice boards of reasonable dimensions to be erected in a prominent position upon which the representative of the Union shall be permitted to post Union Notices.

23. Union Representatives

An employee appointed as Union representative shall upon notification thereof in writing by the Union to the employer, be recognised as an accredited representative of the Union and shall be allowed the necessary time during working hours to interview the employer on matters affecting employees and shall be allowed suitable facilities to collect the Union's dues.

24. Exemptions

This Award shall not apply to members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be in the third schedule to the *Health Services Act 1997*.

25. Blood Counts

Every employee who works in close proximity to diagnostic and/or therapeutic X-Ray equipment or any other form of radio-active equipment or substance shall have a blood count carried out free of charge, by the employer at least once in every period of three months including any such period of work.

26. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange to have the matter discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head office of the Union. The dispute will be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.

- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to the committee consisting of not more than six (6) members, with equal representatives of the Union and the Secretary. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively with such recommendation as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (vi) This clause shall not interfere with the rights of either to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

27. Anti-Discrimination

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

NOTES -

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

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

28. Travelling Allowance

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own

vehicle, they shall, in lieu, be eligible for an allowance based on the casual rate prescribed by the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time, for the difference between the distance to his/her normal place of employment and distance to the seconding hospital.

- (ii) An employee who with the approval of the employer, uses on official business a motor vehicle primarily for other than official business, shall be paid the above mentioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the employer, be required to use his/her private vehicle on official business on at least fifty days during any period of twelve months and during that period, aggregate at least 850 kilometres of official running, he shall be paid the official business rate prescribed by the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time, at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business -
 - (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than normal place of employment they shall be paid the difference between the distance to his/her normal place of employment or seconding hospital and that other clinic, annexe or hospital.
 - (b) shall include other arrangements as agreed to between the employer and the Union from time to time.
 - (c) does not include "call backs".
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

29. General Conditions

An employee required to answer emergency phone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.

Provided that, where an employee is required to answer out of hours telephone calls on a relief basis they shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof they are so employed.

30. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may apply to the Public Health Employees (State) Industrial Committee or its chairman or the Industrial Relations Commission of New South Wales for determination of the dispute.

31. Board and Lodging

- (i) Where an employee lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award 2021 as varied or replaced from time to time.
- (ii) Where individual meals only are provided, the employee may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award 2021, as varied or replaced from time to time.
- (iii) No deductions shall be made from the salary of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

32. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with, or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act* (NSW) 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 immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

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

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

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

(ix) Illness Associated with Pregnancy

If, because of an illness associated with 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 pregnancy, an employee cannot carry out the duties of their 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 their 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 produces a doctor's certificate as to her fitness.

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

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act (NSW) 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 permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

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

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

(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 any time within the 52 week period and shall be paid:

at the employees' ordinary rate of pay for a period not exceeding one week on full pay, or

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

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

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

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

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

E. Communication During Leave

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 8, Part 2, in this Award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

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

the employee or employee's spouse is pregnant; or

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

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

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

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

32A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

33. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award 2021, as varied from time to time, are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave**(i) FACS Leave - General**

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

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

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

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

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

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

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

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

(iv) FACS Leave - entitlement

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

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

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

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

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

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

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

Example: An employee working an average of 30 hours per week will have an entitlement, in 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 paragraph (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.

(v) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (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 carer's entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (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.

33A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

34. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced from time to time.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the Union prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary, who will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
- (iv)
 - (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of \$5.18 per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of \$5.18 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from

time to time in the Crown Employees (Public Service Conditions of Employment) Award less \$5.18.

This \$5.18 shall be reviewed annually by the employer.

- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

35. Labour Flexibility

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

36. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in Clause 2 - Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to

superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044 *Salary Packaging*, as amended or replaced from time to time.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 *Salary Packaging*, or as amended from time to time.

37. Reasonable Hours

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

38. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The

amount sacrificed together with any salary packaging arrangements under Clause 36 Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee’s election and shall cease upon termination of the employee’s services with the employer;
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers’ compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee’s salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under *the First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer’s agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2, Salaries, of this Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

39. No Extra Claims

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

40. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The allowances in the last column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Hospital Scientists (State) Award 2021 published 19 November 2021 (390 I.G. 1132) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittees.

PART B

Table 1 - Allowances

Item No.	Clause No.	Description	Rate to apply prior to ffppoa 01/07/2022 \$	Rate from first full pay period on or after 01/07/2022 \$
1	7	On call - per 24 hours or any part thereof	12.80	13.10
2	10	Meals allowance for overtime		
		(a) Breakfast at or before 6.00 a.m.* (each)	31.95	31.95
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m.* (each)	31.95	31.95
		(c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays* (each)	31.95	31.95
3	20(iii), (iv)	Uniform and Laundry Allowance		
		Uniform (per week)	2.72	2.86
		Laundry (per week)	2.83	2.97
4	21(i)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc. (per week)	3.87	4.07

4	21(ii)	Climatic and Isolation Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (per week)	7.53	7.91
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* NB: These allowances are varied in accordance with Treasury Circular C2021-03 *Meal, Traveling and other Allowances for 2020-21*, as varied or replaced from time to time.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

ABORIGINAL HEALTH WORKERS' (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192551 of 2022)

Before Chief Commissioner Constant

13 July 2022

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

Clause No.	Subject Matter
1.	Definitions
2.	Wages
3.	Conditions of Service
4.	Progression and Appointment
5.	Anti-Discrimination
6.	No Extra Claims
7.	Area, Incidence and Duration

1. Definitions

"Aboriginal Health Practitioner" means a person who is appointed as such and holds a Certificate IV in Aboriginal Primary Health Care (Practice), and is registered with the Australian Health Practitioner Regulation Agency. Aboriginal Health Practitioners perform a range of clinical practice and primary healthcare duties for the community in which they work under direct or indirect supervision at more experienced years.

"Aboriginal Health Worker" means a person who is appointed as such and is a provider of flexible, holistic and culturally sensitive health services to the Aboriginal community, and holds or aspires to hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works. Aboriginal Health Workers perform a range of primary health care duties for the community in which they work under direct or indirect supervision at more experienced years.

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

"Principal Aboriginal Health Worker" means a person who has applied for an advertised Principal Aboriginal Health Worker role and has been selected on merit. Principal Aboriginal Health Workers develop, implement and review Aboriginal primary health care strategy and policies and may be responsible for the supervision and training of Aboriginal Health Workers. Principal Aboriginal Health Workers hold a relevant degree qualification.

"Senior Aboriginal Health Worker" means a person who has applied for an advertised Senior Aboriginal Health Worker role and has been selected on merit. Senior Aboriginal Health Workers manage resources for the delivery of individual health services or health programs, and may be responsible for the supervision and training of Aboriginal Health Workers.

"Union" means the Health Services Union New South Wales.

2. Wages

- 2.1 Full time employees shall be paid the salaries as set out in the Health Professional Medical Salaries (State) Award 2022, as varied or replaced from time to time.

3. Conditions. of Service

- 3.1 The Public Hospitals (Professional & Associated Staff) Conditions of Employment (State) Award 2021, as varied from time to time, shall apply to all classifications of employees as defined in clause 1 of this Award.

4. Progression and Appointment

- 4.1 Progression for Aboriginal Health Workers and Aboriginal Health Practitioners is incremental upon the completion of 12 months full time satisfactory service.
- 4.2 Aboriginal Health Workers who hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works may commence at Year 2.
- 4.3 Senior Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.
- 4.4 Principal Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 5.2 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 effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
- (i) Any conduct or act which is specifically exempt from anti-discrimination legislation.
 - (ii) Offering or providing junior rates to a person under 21 years of age.
 - (iii) Any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*.
 - (iv) A party to this award from pursuing matters of unlawful discrimination in a State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides: ‘Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion’.

6. No Extra Claims

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

7. Area, Incidence and Duration

- 7.1 This Award shall apply to employees of the classifications in clause 1, Definitions who are employed in the New South Wales Health service under Section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- 7.2 The Award shall take effect on and from 01 July 2022 and shall remain in force for a period of one year. This Award rescinds and replaces the NSW Health Aboriginal Health Workers (State) Award 2015 published 3 December 2021 (391 I.G. 169) and all variations thereof.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

NSW HEALTH SERVICE ALLIED HEALTH ASSISTANTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192091 of 2022)

Before Chief Commissioner Constant

20 July 2022

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification of Allied Health Assistants
4.	Qualifications
5.	Salaries
6.	Conditions of Service
7.	Dispute Resolution
8.	Anti-Discrimination
9.	No Extra Claims
10.	Transitional Arrangements
11.	Area, Incidence and Duration
	Schedule A - Disciplines which utilise Allied Health Assistants
	Schedule B - Classifications and Qualifications for Allied Health Assistant Positions

PART B - MONETARY RATES

Table 1 - Salary Rates
Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA)

PART A

2. Definitions

“Allied Health Assistant” An Allied Health Assistant works under the supervision and direction of an allied health professional to perform clinical and non-clinical duties. The Allied Health Assistant may be engaged to work in a discipline specific area or assist in the delivery of allied health services across a multi-disciplinary team.

“Clinical Duties” include therapeutic and program related activities and may include the identification and reporting of changes in the client’s condition.

“Direct Supervision” means that a supervising Allied Health Professional is physically present to observe and direct the activities of an Allied Health Assistant.

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

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

“Indirect Supervision” is when the supervising Allied Health Professional is on-site, yet not physically present whilst the Allied Health Assistant undertakes activities as previously delegated by the Allied Health Professional. Procedures are to be in place to ensure the supervising Allied Health Professional is contactable to provide further direction if required.

“Recognition of Prior Learning (RPL)” means the process whereby an employee has their qualifications, skills and/or knowledge assessed for equivalence, by a Registered Training Organisation, against the identified set of competencies for placement at Level 2 or Level 3 Allied Health Assistant.

“Remote Supervision” is when the Allied Health Professional is off-site whilst an Allied Health Assistant undertakes activities previously delegated by the Allied Health Professional. Procedures are to be in place to ensure that the supervising Allied Health Professional is contactable to provide further direction if required. This may include the use of technologies such as teleconferencing or videoconferencing.

“Service” means service as an employee with the employer both before and after the commencement of the award.

“Non-Clinical Duties” include administrative and support activities.

“Union” means the Health Services Union.

3. Classification of Allied Health Assistants

3.1 Allied Health Assistants will be classified according to the criteria set out at Schedule B of the Award.

4. Qualifications

4.1 The Minimum qualification requirements for each Allied Health Assistant classification are set out at Schedule B of this Award.

5. Salaries

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

5.2 On attainment of a relevant qualification Allied Health Assistants will move to Year 1 of the appropriate level of the award.

5.3 Salary progression within Levels will occur following 12 months satisfactory service.

6. Conditions of Service

6.1 The Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

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

7. Dispute Resolution

7.1 The dispute resolution procedures contained in the awards identified in Clause 6, Conditions of Service, shall apply.

8. Anti-Discrimination

- 8.1 It is the intention of the parties bound by this Award to seek to achieve the object of section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- 8.2 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 direct or indirect discriminatory effect.
- 8.3 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.
- 8.4 Nothing in this clause is to be taken to affect:
- 8.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 8.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 8.4.3 any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
 - 8.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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.”

9. No Extra Claims

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

10. Transitional Arrangements

- 10.1 The transitional arrangement of employees employed in the classifications of Allied Health Assistant, Technical Assistant Grade 1, Diversional Therapist without Diploma, or Technical Assistant (Orthotic/Prosthetic) as at 19 April 2018 are determined in accordance with the Transitional Arrangements contained in Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA) of Part B, Monetary Rates, of this Award.

- 10.2 The translation to the new structure for employees covered by this award will be undertaken utilising the following basic principles.
- 10.2.1 Anniversary/incremental date of employees will be retained.
- 10.2.2 Nothing contained in this award shall operate to reduce the wages or conditions of employment available to any employee at the time of the award coming into effect.

11. Area, Incidence and Duration

- 11.1 This Award takes effect from 1 July 2022 and shall remain in force until 30 June 2023. The rates in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- 11.2 This Award rescinds and replaces the NSW Health Service Allied Health Assistants (State) Award 2021 published 8 April 2022 (391 I.G. 892) and all variations thereof.
- 11.3 This Award applies 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.

SCHEDULE A

DISCIPLINES WHICH UTILISE ALLIED HEALTH ASSISTANTS

Dietetics

Diversional Therapy

Exercise Physiology

Mental Health

Occupational Therapy

Orthotics/Prosthetics

Physiotherapy

Podiatry

Radiography

Social Work

Speech Pathology

Provided that additional classifications for which the Union has constitutional coverage may be added to this list by agreement between the Union and the Employer.

SCHEDULE B

CLASSIFICATIONS AND QUALIFICATIONS FOR ALLIED HEALTH ASSISTANT POSITIONS

Level 1

A Level 1 Allied Health Assistant engages in basic patient care, clinical duties and/or administrative support under the supervision of the designated Allied Health Professional. The Level 1 Allied Health Assistant is developing skills and progressing from working under direct supervision to undertaking tasks under indirect or remote supervision. An Allied Health Assistant at this level:

has completed less than 12 months' service as an Allied Health Assistant; and does not hold the qualifications of a Level 2 or Level 3 Allied Health Assistant.

Level 2

A Level 2 Allied Health Assistant undertakes clinical duties and/or administrative tasks under direct, indirect or remote supervision. An Allied Health Assistant at this level, either:

- (a) has completed 12 or more months' service as an Allied Health Assistant at level 1; or
- (b) has completed a relevant Certificate III qualification or other qualification deemed equivalent by the employer or where they have been successfully assessed as possessing the competencies required for Certificate III by way of RPL. Progression to Level 2 will apply from the date that the employee notifies the Employer and provides evidence of having attained the equivalent qualification or Statements of Attainment.

Level 3

A Level 3 Allied Health Assistant undertakes clinical duties and/or administrative tasks under direct, indirect or remote supervision and has completed a relevant Certificate IV qualification or other qualification deemed equivalent by the employer or where they have been successfully assessed as possessing the competencies required for Certificate IV by way of RPL. Progression to Level 3 will apply from the date that the employee notifies the Employer and provides evidence of having attained the equivalent qualification or Statements of Attainment.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate to apply from to ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Allied Health Assistants		
Level 1		
Entry	1,031.63	1,057.73
Level 2		
1st Year	1,056.40	1,083.13
2nd Year	1,076.13	1,103.36
3rd Year	1,090.07	1,117.65
Level 3		
1st Year	1,124.05	1,152.49
2nd Year	1,146.61	1,175.62
3rd Year	1,174.93	1,204.66

Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA)

Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
Technical Assistant Grade 1- Therapy Aide	1	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA Level 2 - 1st year	AHA level 3 - 1st year

	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
Diversional Therapist Without Diploma	1	AHA level 1 - Entry	AHA level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
Technical Assistant (Orthotic Prosthetic) Level 1	1	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	2	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year
	3	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
Level 2	1	AHA level 3 - 2nd year	AHA level 3 - 2nd year	AHA level 3 - 2nd year
	2	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year
	3	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year

1. Employees employed at the operative date of the NSW Health Service Allied Health Assistants (State) Award 2018 published 25 October 2019 (385 I.G. 449) in the classification of Technical Assistant Grade 1, Diversional Therapist Without Diploma, Technical Assistant (Orthotic/Prosthetic) shall transition to the classification of Allied Health Assistant, in accordance with Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA) of Part B, Monetary Rates. These employees retain their existing incremental date and progress by way of annual increment throughout the new salary range.
2. Employees, who at the operative date of the NSW Health Service Allied Health Assistants (State) Award 2018 published 25 October 2019 (385 I.G. 449), are in receipt of a salary at the 1st, 2nd or 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2, shall transition to the new salary scale of Allied Health Assistant in accordance with Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA) of Part B, Monetary Rates. Provided that Employees who are in receipt of a salary at the 3rd year of the classification of Technical Assistant (Orthotic/Prosthetic) Level 2:
 - 2.1 shall transition at their applicable rate of pay at the operative date of the said Award;
 - 2.2 any percentage-based wage increases which are awarded post-commencement of the said Award will be calculated and applied based on the Employee's transitional rate.

N. CONSTANT, *Chief Commissioner*

PUBLIC HOSPITAL MEDICAL OFFICERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 190912 of 2022)

Before Chief Commissioner Constant

7 July 2022

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

Clause No.	Subject Matter
1	Definition
2	Salaries
3	Payment of Salaries
4	Qualification Allowance
5	In-charge Allowance
6	Hours of Work
7	Part-Time Employees
8	Penalty Rates
9	Time Worked
10	Meal Breaks
11	Overtime
12	On Call and Call Back
13	Higher Duties Allowance
14	Annual Leave
15	Public Holidays
16	Sick Leave
17	Maternity, Adoption and Parental Leave
17A	Lactation Breaks
18	Family and Community Services Leave and Personal/Carer's Leave
18A	Family Violence Leave
19	Long Service Leave
20	Board and Accommodation
21	Uniform and Laundry Allowances
22	Termination of Employment
23	Settlement of Disputes
24	Anti-Discrimination
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27	Mobility, Excess Fares and Travelling
28	Secondment
29	Relocation Expenses
30	Labour Flexibility
31	Salary Packaging
32	Reasonable Hours
33	Salary Sacrifice to Superannuation
34	No Extra Claims
35	Area, Incidence and Duration

PART B

Table 1 - Allowances and Other Rates

PART C

PART A**1. Definitions**

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

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

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Higher Medical Qualifications" means such qualifications obtained by a medical practitioner subsequent to graduation and includes:

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of Australia as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian College of Physicians or fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists, or
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of Australia and acceptable to the employer, including fellowship of the Royal Australian College of General Practitioners.

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

"Intern" means a medical officer serving in a hospital prior to obtaining full registration with the Medical Board of Australia pursuant to the Health Practitioner Regulation National Law Act.

"Registrar" means a medical officer who:

- (i) has had at least three years' experience in public hospital service as defined under this Award or any lesser period acceptable to the Ministry of Health, and
- (ii) is appointed as a registrar by a hospital, and
- (iii) is occupying a position of registrar in an established position as approved by the employer.

"Resident" means a medical officer who has obtained full registration.

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

"Senior Registrar" means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position as approved by the employer.

"Service" for the purpose of clause 2, Salaries, means service before and/or after the commencement of this Award in one or more hospitals or in other institutions approved from time to time by agreement between the parties of this Award. It shall include service as a medical officer in the Australian Armed Forces and service, whether continuous or not, in other hospitals within the Commonwealth of Australia.

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

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

2. Salaries

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

3. Payment of Salaries

- (i) All salaries and other payments shall be paid fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee, except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location.
- (iii) Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iv) Penalty rates and overtime worked during the second week of the pay fortnight may be paid to employees in the next pay period by the employer.
- (v) Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their day or days off.
- (vi) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
 - (b) Overpayment
 - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
 - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.

- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

4. Qualification Allowance

An allowance detailed in the Medical Officers section of the Health Professional and Medical Salaries Award shall be paid to officers who obtain an appropriate higher medical qualification subject to graduation.

Provided that this clause shall not apply to an officer who is appointed as a Senior Registrar, the salary rate prescribed in clause 2, Salaries, of this Award for such position having taken into account that a higher medical qualification is a prerequisite for appointment.

Provided further that, where an officer in his/her fifth and subsequent years of training is expected to meet the formal requirements of a higher medical qualification in that year, he/she shall be paid half the qualification allowance.

5. In-Charge Allowance

An allowance as set out in Item 1 of Table 1, Allowances, shall be paid to medical officers for each twelve hours, or part thereof, of continuous in-charge duty for responsibility for after-hours medical services.

6. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by clause 2, Salaries, of this Award.
- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or, where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than four hours in length.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.
- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number:

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vii) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also, where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This clause

shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.

7. Part-Time Employees

- (i) Medical officers engaged on a part-time basis as at 1 June 1993 under the provisions of Agreement No 1 of 1975 made in accordance with section 40BA of the *Public Hospitals Act* 1929, were able to elect to be employed as part-time employees under the provisions of this clause. Part-time employees who did not make such an election continue to be subject to the provisions of Agreement No. 1 of 1975 (see Ministry of Health Policy Directive PD2005_474) in lieu of the provisions of this clause.
- (ii) A part-time medical officer is one who is appointed by the employer to work a specified number of hours which are less than those prescribed for the same classification employed on a full-time basis under this Award.
- (iii) A part-time medical officer shall be entitled to all other benefits of this Award not expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) A part-time medical officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the same classification employed on a full-time basis under clause 2, Salaries of this Award with a minimum payment for two hours for each start.
- (v) A part-time medical officer shall not be entitled to an additional day off or part thereof as prescribed in subclause (ii) of clause 6, Hours of Work of this Award.
- (vi) Annual Leave

A part-time medical officer shall be granted on completion of each 12 months service four weeks annual leave on ordinary pay.

- (vii) Overtime
 - (a) Overtime shall be paid for at the rate of time and one half for the first two hours and double time for the remaining hours worked provided that all overtime performed on Sundays shall be paid for at the rate of double time.
 - (b) Overtime will be paid to part-time medical officers as follows:
 - (1) All time worked in excess of the ordinary hours as prescribed in clause 6 Hours of Work of this Award; or
 - (2) All time worked in excess of ten hours in any one shift.
- (viii) Public Holidays
 - (a) For the purposes of this clause, public holidays are as set out in subclause (iv) of clause 15, Public Holidays of this Award.
 - (b) A public holiday occurring on a part-time medical officer's ordinary working day shall be allowed to employees without loss of pay.
 - (c) Where a part-time medical officer is required to and does work on a public holiday, the medical officer shall have their ordinary rostered hours on that day added to the period of their annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the medical officer.
 - (d) Hours worked on public holidays shall be paid at the rate of time and one half.

8. Penalty Rates

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

- (i) Hours worked between 6.00 p.m. and midnight, Monday to Friday - 12.5 per cent.
- (ii) Midnight and 7.00 a.m., midnight Sunday to midnight Friday - 25 per cent.
- (iii) Midnight Friday and midnight Saturday - 50 per cent.
- (iv) Midnight Saturday and midnight Sunday - 75 per cent.

9. Time Worked

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

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

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

10. Meal Breaks

The principles to be applied by the employer in relation to meal breaks for Resident Medical Officers are outlined in Ministry of Health Circular No. 88/251.

Day Shifts - Monday to Friday

- (i) In the interests of patient care and the health and welfare of medical staff, officers must have a break from duty for the purpose of taking a meal.
- (ii) There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (iii) If officers are required to work during their meal break they shall be paid for the time worked.
- (iv) Medical Administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal break and to ensure that payment is made.

Shifts Other than Day Shifts - Monday to Friday.

The arrangements outlined in Circular No. 83/250 of 19 August, 1983 in relation to meal breaks during shifts other than Day Shifts, Monday to Friday, will continue to apply.

11. Overtime

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, of this Award, shall be paid at the rate of time and one-half for the first two hours, and double time thereafter provided that all overtime performed on a Sunday, shall be at double time.
- (ii) An officer who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime:

- (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6.00 a.m.;
- (b) as set out in Item 2 of Table 1, Allowances, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 p.m.;
- (c) as set out in Item 2 of Table 1, Allowances, for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or holidays;

or shall be provided with adequate meals in lieu of such payments.

The rates prescribed in this subclause shall be varied in accordance with any variations in the rates payable under Crown Employees (Public Service Conditions of Employment) Award.

12. On Call and Call Back

- (i) An "on call period" is a period during which an officer is required by the employer to be on call.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 3 of Table 1, Allowances, and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 3 with a maximum payment as set out in the said Item 3 per week.
- (iv) Subject to subclauses (v) - (ix) below, officers who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Officers may be required to perform other work that arises during the recall period. Officers shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of officers from recall duty.
- (vii) Officers who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (viii) Officers who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Officers required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred in being available for emergency duty.
- (xi) For the purposes of subclause (ix) "clinical appraisal remotely" means as provided in either (a) or (b) below:
 - (a) assessing (by an on-call resident medical officer or registrar) a patient's physical condition to make a diagnosis or a differential diagnosis away from a hospital that incorporates all of the following:

1. The taking of a telephone call or calls, or receiving an email or emails, from a medical practitioner on duty in a hospital about a patient.
 2. Receiving the history of the patient so that the patient's current medical condition and any relevant past medical history including previous surgery and use of medications, if known, is provided.
 3. Discussing with the medical practitioner on duty the patient's current medical condition and asking questions in respect of the condition as necessary such that the information provided enables an evaluation of the patient's physical condition.
 4. Directing further examination to be conducted as clinically required, and obtaining other clinical information or opinion from other medical practitioners as necessary.
 5. Identifying the likely cause of the patient's condition and providing a diagnosis and a prognosis based on the information provided from undertaking 1 to 4 above.
 6. Ensuring that there is a sufficient clinical justification for the proposed treatment including, if relevant, admission to hospital.
 7. Instructing the medical practitioner on duty in a hospital what course of treatment should be followed including ensuring the proposed treatment is not contraindicated, being satisfied that such treatment is able to be determined, and can be properly implemented, without requiring the return of the on-call resident medical officer or registrar. This would include developing or confirming a management plan, or varying an existing management plan with the endorsement of the staff specialist or VMO responsible for the care of the patient.
 8. Directing follow-up requirements and subsequently reviewing the patient, if appropriate, based on those requirements.
 9. Complying with relevant NSW Health and local policies, procedures and directions.
- (b) the provision of a report by an on call registrar on images forwarded electronically in circumstances where:
1. had the communications technology involved not been utilised the registrar would have had to have returned to the workplace to provide that report; and
 2. there has been prior approval at the facility level to the use, and the conditions of use, of such technology by the registrar.
- (xii) A clinical appraisal provided remotely pursuant to subclause (xi)(a) above shall attract a minimum payment of one hour at the appropriate overtime rate only in circumstances where, if it had not been provided remotely, the on-call resident medical officer or registrar would have otherwise needed to have returned to the workplace. Any additional requirement to provide further clinical appraisal falling within the hour from which the initial clinical appraisal commenced shall not attract an additional payment. Any time worked beyond the expiration of one hour shall be paid at overtime rates. Time where work is not being performed will not be counted as time for the purposes of overtime payment.

13. Higher Duties Allowance

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

14. Annual Leave

- (i) All officers shall be allowed four calendar weeks' leave of absence on full pay in respect of each twelve months' service plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
 - (a) if 35 or more such periods on such days have been worked - one week;
 - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
 - (c) work performed by reason of call backs pursuant to clause 12, On Call and Call Back, of this Award shall be disregarded when assessing an officer's entitlement under the subclause.
 - (d) The calculations referred to in paragraphs (a) and (b) of this subclause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (e) An officer with accrued additional annual leave pursuant to this subclause can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.
- (iii) Annual leave shall be given and shall be taken in one consecutive period, or, if the officer and the employer so agree, in either two or three separate periods, but not otherwise.
- (iv) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the officer, be postponed for a further period not exceeding six months.
- (v) If the officer and the employer so agree, the annual leave or any such separate periods, may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (vi) Except as provided by this clause, payment shall not be made by the employer to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
- (vii) The employer shall give the officer at least two months' notice of the date from which his or her annual leave is to be taken.
- (viii) The employer shall pay each officer before entering upon annual leave his or her ordinary rate of salary for the period of leave. For the purposes of this subclause "ordinary rate of salary" means the Award rate of salary and qualification allowance if applicable.
- (ix) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service together with such additional annual leave entitlements due under subclause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this Award.
- (x) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to subclause (v), of this clause; and

- (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part was taken; and
- (b) the sum paid by the employer to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the officer under subclause (ix) of this clause;
- (c) the employer shall not be liable to make any payment to the officer under the said subclause (ix) and shall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Ministry of Health.

15. Public Holidays

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

16. Sick Leave

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 "ordinary" hours per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:
 - (a) the employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner approved by the employer, or may require other satisfactory evidence thereof;
 - (b) an officer shall not be entitled to sick leave until the expiration of three months' continuous service;
 - (c) each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence;
 - (d) an officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay or workers' compensation; provided, however, that where an officer is not in receipt of accident pay an employer shall pay to an officer who has sick leave entitlements under this clause, the difference between the amount received as workers'

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

- (e) an officer is not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts;
- (f) an officer is not entitled to more than 8 hours' sick leave in respect of any one day.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of clause 19, Long Service Leave, of this Award.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable, under clause 21, Uniform and Laundry Allowance, of this Award.
- (iv) The employer shall not terminate the services of an officer except on the grounds of misconduct during the currency of any periods of paid sick leave.
- (v) Sick leave as defined, shall accrue and be transferable between hospitals, at the rate of 76 hours per year of continuous service, minus hours taken.

17. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

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

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

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

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

(v) Applications

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

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

(vi) Variation after Commencement of Leave

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

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

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

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has

the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

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

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

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

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

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(iv) Applications

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

(v) Variation after Commencement of Leave

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

(vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave**(i) Eligibility**

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
 - at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

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

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in

situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.

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

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

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

As per maternity leave conditions.

D. Right to Request

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

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work

- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
- (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
- (d) employees who return from leave under this arrangement remain full-time employees. Therefore, the payment of any part-time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

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

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

the employee or employee's spouse is pregnant; or

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

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

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

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

17A. Lactation Breaks

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

18. Family and Community Services Leave and Personal/Carers' Leave

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

A. FACS Leave

- (i) FACS Leave - General

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

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

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

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

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

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

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

(iv) FACS Leave - entitlement

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

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

whichever method provides the greater entitlement.

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

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

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

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

(c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average

weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

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

(v) Additional FACS leave for bereavement purposes

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

(vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.

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

(iii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B, of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.

- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 11, Overtime.
- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

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

18A. Family Violence Leave

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* as varied from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings,

counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.

- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

19. Long Service Leave

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

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

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

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

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

- (ii) For the purposes of subclause (i) of this clause:
 - (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service shall be determined in accordance with the provisions of section 7 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

- (b) Broken periods of service with the employer in one or more hospitals shall count as service subject to the following:
- (1) where an officer, after ceasing employment with the employer is re-employed by the employer a subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
 - (2) an officer employed at the 1st July 1974, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.
- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
 - (2) any period of part-time service (excluding part-time service under clause 7 of this Award), except as provided in subclause (d) of this clause.
- (d) An employee shall be entitled to have previous part-time service under Agreement No.1 of 1975 which is the equivalent of at least two full day's duty per week taken into account for long service leave purposes in conjunction with full-time service or part-time service under clause 7 of this Award, on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 June 1987 and bears to 38 on and from 1 July 1987, provided the part-time service merges without break with the subsequent full-time or part-time service.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- on full pay;
- on half pay; or
- on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- a period of leave on full pay - the number of days so taken;
- a period of leave on half pay - half the number of days so taken; or
- a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary

payable to the employee at the date of such termination unless the employee transfers his/her leave entitlement in accordance with section 7 of the NSW Health Policy Directive PD2019_010 Leave Matters for the NSW Health Service, as amended from time to time.

- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

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

- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

20. Board and Accommodation

- (i) Where an officer lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the Public Health System Nurses' and Midwives' (State) Award.
- (ii) Where individual meals only are provided, the officer may be charged the charges applicable under the Public Health System Nurses' and Midwives' (State) Award.
- (iii) No deduction shall be made from the salary of an officer for board and accommodation when the officer is absent on annual, sick or long service leave, provided that the employer shall be entitled to make the deduction for accommodation where the officer:
- (a) having been requested to leave his/her room completely vacant fails to do so; or
 - (b) is absent on sick leave and such absence does not exceed six consecutive days.

21. Uniform and Laundry Allowance

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where the employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
- (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 4 of Table 1, Allowances;
 - (b) in other cases, an amount as also set in Item 4 of Table 1.

22. Termination of Employment

Employment may be terminated only by four weeks' notice given in writing either by the employer or the officer at any time during the week or by payment or forfeiture of four weeks' salary as the case may be, provided that the officer and the employer may agree to a lesser period of notice. Nothing in this clause shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

23. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary, and the Head Office of the Union. The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively with such recommendations as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

24. Anti-Discrimination

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

- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

25. Study Leave

- (i) Subject to the terms of this clause the employer may grant to officers other than interns, study leave without loss of pay as follows:

Face-to-face courses: Half hour study time for every hour of compulsory lecture and/or tutorial attendance, up to a maximum of four hours study time per week. Where no face-to-face course is provided: A maximum of four hours study time per week for a maximum of 27 weeks per year.

- (ii) Study leave shall only be granted in respect of a course:
 - (a) leading to higher medical qualifications as defined in clause 1, Definitions, of this Award; and
 - (b) in respect of a qualification which when obtained would be relevant to the needs of the hospital.
- (iii) The officer shall submit to the employer a timetable of the proposed course of study and evidence of the officer's enrolment in the course.
- (iv) The grant of study leave is subject to the convenience of the employer and should not interfere with the maintenance of essential services or with patient care.
- (v) Periods of study leave granted shall not be taken into account for the purposes of calculating overtime payments;
- (vi) Study leave granted subject to the terms of this clause, may be accrued to a maximum of seven working days for the purpose of enabling the officer to study prior to a written, oral or clinical examination. An option to accumulate study leave in terms of this subclause shall be exercised at the commencement of each academic year and the officer shall notify the employer accordingly;
- (vii) Officers who have given continuous service of more than one year shall be allowed to accrue study leave not taken up to a maximum of fourteen calendar days.

26. Travelling Allowances

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for a mileage allowance equivalent to the "Transport Allowance" as determined under the *Health Services Act 1997* from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the employer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the above-mentioned mileage allowance from

time to time effective. However, where it is estimated that an officer will, with the approval of the employer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 850 kilometres of official running, he/she shall be paid at the "Official Business Rate" prescribed by clause 36 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 at the rate in force from time to time throughout the year.

- (iii) For the purpose of subclause (ii) travel on official business:
 - (a) occurs when an officer is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
 - (b) does not include "call backs";
 - (c) shall include other arrangements as agreed to between the employer and the Union from time to time.
- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

27. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the Industrial Relations Secretary.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the Union prior to notice of changed accustomed place of work being given.

- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary who will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of \$5 per day in travelling to and from the relief site, the excess shall be reimbursed.
- Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Industrial Relations Secretary less \$5.
- This \$5 shall be reviewed annually by the employer.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
 - (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

28. Secondment

- (i) Allowance - An officer, other than an intern, seconded to work in a hospital listed at Part C of this Award shall have his/her salary increased by one incremental step, by way of allowance, for the period the officer works in such hospital.

For the duration of the officer's secondment, other than periods of leave, the allowance shall be treated as salary for the purpose of calculating overtime and shift penalties.

- (ii) Travel - An officer referred to in subclause (i) of this clause shall be allowed a paid journey to Sydney and return by economy class airfare or equivalent thereof for each period of 7 weeks in the employment of a hospital listed at Part C of this Award.

At the discretion of the employer the paid journey may be taken in advance. Such travel may be used for the purpose of furthering the officer's medical education.

29. Relocation Expenses

Where an officer is employed by the employer within the metropolitan area and applies for and obtains a permanent position at a country location (being either a position covered by this Award or a Career Medical Officer position), the costs incurred by the officer in respect to removal of furniture and effects and conveyancing in the purchase of a residence are to be refunded by the employer on the following basis: -

At the time the appointment is taken up: 50% of costs incurred.

After one year's service at the country location: a further 25% of the costs incurred.

After two years' service at the country location: the remaining 25% of the costs incurred.

These arrangements become effective in relation to country appointments made after 1 January 1989.

30. Labour Flexibility

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

31. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044 *Salary Packaging*, as varied from time to time.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 *Salary Packaging* as amended from time to time.

32. Reasonable Hours

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

33. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause, 31 *Salary Packaging*, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant

salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a

superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 2, Salaries of the Award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

34. No Extra Claims

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

35. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The allowances in the second column of Table 1 – Part B – Allowances and Other Rates will apply from the first full pay period on or after the dates 1 July 2022.
- (ii) This Award rescinds and replaces the Public Hospital Medical Officers (State) Award 2021 published 11 February 2022 (391 I.G. 505) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittees.

PART B

Table 1 - Allowances and Other Rates

Item No.	Clause	Allowance Description	Frequency	Rate from first full pay period on or after 1-Jul-2021 \$	Rate from first pay period on or after 1-July 2022 \$
		In Charge			
1	5	In charge Allowance	Per 12 hours of duty or part thereof	21.40	21.90
		Meal Allowance for Overtime			
2	11(ii)	(a) Breakfast at or before 6.00 a.m.	Each	31.95*	31.95*
2	11(ii)	(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 pm.	Each	31.95*	31.95*
2	11(ii)	(c) Lunch beyond 2.00pm Saturdays, Sundays or Holidays	Each	31.95*	31.95*
		On-call			
3	12(iii)	On-call allowance per on-call period which coincides with a day rostered on duty	Per Day	16.60	17.00
3	12(iii)	On-call allowance per on-call period which coincides with a day rostered off duty	Per Day	33.30	34.10
3	12(iii)	On Call Per Week (Medical Officers)	Per Week	116.40	119.30
		Uniform			
4	21(iii)	Full uniform including special shoes if required	Per Week	2.57	2.70

4	21(iii)	Other Cases	Per Week	1.89	
					1.99

* NB: These rates are varied in accordance with any variations in the rates payable under Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

PART C

Albury Base Hospital

Armidale Hospital

Bathurst Base Hospital

Byron Central Hospital

South East Regional Hospital

Broken Hill Base Hospital

Coffs Harbour Health Campus

Dubbo Base Hospital

Goulburn Base Hospital

Grafton Base Hospital

Griffith Base Hospital

Lismore Base Hospital

Orange Health Service

Port Macquarie Base Hospital

Shoalhaven District Memorial Hospital

Tamworth Rural Referral hospital

Manning Base Hospital (Taree)

Tweed Hospital

Wagga Wagga Health Service

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2019/134157)

Before Commissioner Murphy
Commissioner Sloan
Commissioner Webster

17 October 2022

REVIEWED AWARD

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Clause No.	Subject Matter
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2. Title

This award will be known as the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

3. Definitions

- 3.1 “Act” means the *Government Sector Employment Act 2013*.
- 3.2 “Accumulation” means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 “Agreement” means an agreement referred to in section 51 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.4 “Approved Course” means a course relevant to the employment of the employee in the Department or the public service and approved by the Agency Head.
- 3.5 “Association” means the Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales.
- 3.6 “At the convenience of” means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.
- 3.7 “Award” means an award as defined in the *Industrial Relations Act 1996*.
- 3.8 “Birth” means the birth of a child and includes stillbirth.
- 3.9 “Capital City” means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.10 “Casual Employee” means an employee engaged in casual employment under Part 4, Division 5, Section 43 Kinds of employment of the *Government Sector Employment Act 2013* and any Regulations, Rules or guidelines issued thereof or as amended from time to time.
- 3.11 “Contract hours for the day” for a full time employee, means one fifth of the full time contract hours, as defined in this award. For a part time employee, “contract hours for the day” means the hours usually worked on the day.
- 3.12 “Daily rate” means the rate payable for 24 hours, unless otherwise specified.
- 3.13 “Daily span of hours” means, for an employee required to work standard hours, the full time standard hours defined in this award. For an employee required to work flexible hours, the “daily span of hours” means the hours which normally fall within the bandwidth of the scheme applicable to the employee and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.14 “Day worker” means an employee other than a shift worker, who works the normal hours of duty from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.15 “Department” means a Department specified in Schedule 1, Part 1, to the Act.
- 3.16 “Department Head” means in the case of a Department, the Secretary of a Department, or in any other case, the head of the agency listed in Part 2 or 3 of Schedule 1, to the Act.
- 3.17 “Domestic Violence” means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

- 3.18 “Employee” means a person employed in ongoing employment or temporary employment as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time employees. For the purposes of maternity leave, as set out in clause 75, Parental Leave, of this award, employee means a female employee.
- 3.19 “Expected date of birth”, in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- 3.20 “Extended leave” means extended (long service) leave to which an employee is entitled under the provisions of Part 2, Division 3, Clause 16 to the Government Sector Employment Regulation 2014, as amended from time to time.
- 3.21 “Flexible working hours credit” means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.22 “Flexible working hours debit” means the contract hours not worked by an employee and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods
- 3.23 “Flexible working hours scheme” means the scheme outlined in clause 21, Flexible Working Hours of this award which enables employees, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.24 “Flexible Work Practices, Policy and Guidelines” means the document negotiated between the Industrial Relations Secretary, Unions NSW and affiliated unions which enables employees to rearrange their work pattern.
- 3.25 “Flex leave” means a period of leave available to be taken by an employee as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award
- 3.26 “Full day” means the full -time contract hours for the day, i.e. seven or eight hours depending on the classification of the employee.
- 3.27 “Full pay” or “half pay” means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.28 “Full-time contract hours” means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.29 “Full-time employee” means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the role classification.
- 3.30 “Full-time role” means a role which is occupied, or if not for being vacant, would be occupied, by a full-time employee.
- 3.31 “Half day” means half the standard contract hours for the day.
- 3.32 “Headquarters” means the centre(s) to which an employee is attached or from which an employee is required to operate on a long-term basis.
- 3.33 “Industrial action” means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.34 “Local Arrangement” means an agreement reached at the organisational level between the Department Head or Secretary and the Association in terms of clause 10, Local Arrangements of this award.

- 3.35 “Local holiday” means a holiday which applies to a particular township or district of the state and which is not a public holiday throughout the State.
- 3.36 “Normal hours of duty” means:
- for an employee working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for an employee working under a flexible working hours scheme or local arrangement negotiated under clause 10, Local Arrangements - the hours of duty the Department Head requires an employee to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.37 “Normal work” means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures, of this award, the work carried out in accordance with the employee’s role or role description at the location where the employee was employed at the time the grievance or dispute was notified by the employee.
- 3.38 “Official overseas travel” means authorised travel out of Australia by an employee where the employee proceeds overseas on official business.
- 3.39 “On duty” means the time required to be worked for the Department. For the purposes of clause 53, Trade Union Activities Regarded as On Duty, of this award, on duty means the time off with pay given by the Department to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.40 “On loan” means an arrangement between the Department and the Association where an employee is given leave of absence from the workplace to take up employment with the employee’s Association for a specified period of time during which the Association is required to reimburse the Department for the employee’s salary and associated on-costs.
- 3.41 “On special leave” means the employee is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.42 “Ordinary hourly rate of pay” means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector - Salaries 2019) Award, or any replacement of that award, calculated using the formula set out in clause 12, Casual Employment of this award.
- 3.43 “Overtime” means all time worked, whether before or after the normal hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the employee’s normal hours of duty.
- 3.44 “Part-time entitlement”, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours an employee works in a part-time role or under a part-time arrangement.
- 3.45 “Part-time hours” means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.46 “Part-time role” means a designated part-time role and, unless otherwise specified, includes any role which is filled on a part-time basis.
- 3.47 “Part-time employee” means an employee whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.48 “Prescribed ceasing time” means for an employee working standard hours, the conclusion of daily standard hours for that employee. For an employee working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that employee.

- 3.49 “Prescribed starting time” means for an employee not working under a flexible working hours scheme, the commencement of standard daily hours of that employee. For an employee working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that employee.
- 3.50 “Public holiday” means a day declared under Part 2 of the *Public Holidays Act 2010*, as a public holiday.
- 3.51 “Public Service” means the Public Service of New South Wales referred to in Part 4 of the Act.
- 3.52 “Recall to duty” means those occasions when an employee is directed to return to duty outside the employee’s ordinary hours or outside the bandwidth in the case of an employee working under a flexible working hours scheme.
- 3.53 “Relief employee” means an employee employed on a temporary basis to provide relief in a role until the return from authorised leave of the assigned occupant or in a vacant role until it is filled.
- 3.54 “Residence”, in relation to an employee, means the ordinary and permanent place of abode of the employee.
- 3.55 “Rostered Day Off” means, for the purposes of clause 22, Rostered Days Off for 38 Hour Week Workers, of this award, a day off in a regular cycle at a time operationally convenient.
- 3.56 “Seasonal employee” means an employee employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed in the Department and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.
- 3.57 “Secondment” means an arrangement agreed to by the Department Head, the employee and another public service Department, a government sector organisation or a private sector organisation which enables the employee to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments are to comply with Part 5, Section 64 Employee transfers and secondments and Section 65 Cross-Agency Employment of the Act.
- 3.58 “Secretary” means the Industrial Relations Secretary, as defined under Part 4, Division 6 of the Act.
- 3.59 “Shift worker - Continuous Shifts” means an employee engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.
- 3.60 “Shift worker - Non-continuous Shifts” means an employee who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.61 “Short leave” means the leave which was available to be granted to an employee in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.62 “Standard hours” are set and regular hours of operation as determined by the Secretary, or by the Department Head in accordance with any direction of the Secretary. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.63 “Standby” means an instruction given by the Department Head to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.64 “Study leave” means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the Department and/or the public service.

- 3.65 “Study Time” means the time allowed off from normal duties on full pay to an employee who is studying a part-time course which is of relevance to the Department and/or the public service.
- 3.66 “Supervisor” means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.67 “Temporary work location” means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.
- 3.68 “Trade Union” or “Union” means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 “Trade Union Delegate” means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 “Trade Union Official” means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or employees placed on loan to the Association for an agreed period of time.
- 3.71 “Workplace” means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.
- 3.72 “Workplace Management” means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Parties to the Award

The parties to this award are:

Industrial Relations Secretary, and

Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales.

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Industrial Relations Secretary and the Association.

6. Coverage

- (a) The provisions of this award will, subject to cl 6(b) below, apply to all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*.
- (b) Where another industrial instrument or arrangement applies to a group of employees covered by this Award the following interaction rules apply:
- (i) if the other industrial instrument or arrangement expressly displaces the entirety of this Award then this Award will have no application to those employees;
- (ii) if the other industrial instrument or arrangement expressly displaces one or more provisions of this Award then:

- (a) this Award will not apply to those employees covered by the other instrument or arrangement in relation to those provisions,
- (b) but the balance of this Award will apply to those employees; and
- (iii) If the other industrial instrument or arrangement comprehensively determines conditions of employment for a group of employees then this Award will have no application in relation to that group of employees;
- (iv) If the other industrial instrument or arrangement comprehensively determines a particular class of conditions of employment for a group of employees, then this Award will have no application in relation to that group of employees in relation to that class of conditions;
- (v) If none of subclauses 6(b)(i)-(iv) apply, and the other industrial instrument or arrangement is silent as to its interaction with this Award, then:
 - a. if the application of the other industrial instrument or arrangement is inconsistent with the application of this Award, the other industrial instrument or arrangement applies to the extent of the inconsistency; otherwise
 - b. this Award applies.
- (c) Any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by this award on that date will continue to be covered by this award.

NOTATION: This clause was amended in 2014 and again in 2017 with the agreed intention of the parties to maintain the status quo of industrial coverage, by award, other industrial instrument or arrangement, following the commencement of the *Government Sector Employment Act 2013* on 24 February 2014.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of those employees employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees, as per Clause 6 above, to encourage the consultative processes at the service-wide and the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of Agency work requirements, are not forfeited.

8. Work Environment

- 8.1 Work Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in Government organisations covered by this award by:
 - 8.1.1 the development of policies and guidelines for the New South Wales Public Service and, as and when appropriate for individual organisations, on Work Health, Safety and Rehabilitation;
 - 8.1.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in Government organisations and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within a Government organisation to achieve these objectives;
 - 8.1.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

- 8.1.4 developing strategies to assist the rehabilitation of injured employees;
- 8.1.5 directly involving the appropriate Department Head in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Public Service is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and employees are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 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 appropriate Department or Agency, if required.
- 9.2 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.
- 9.3 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.
- 9.4 The immediate manager, or other appropriate employee, 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.
- 9.5 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.
- 9.6 The Department Head may refer the matter to the Secretary for consideration.
- 9.7 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 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.
- 9.10 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.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 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.

SECTION 2 - ATTENDANCE/HOURS OF WORK**10. Local Arrangements**

- 10.1 Local arrangements may be negotiated between the Department Head and the Association in respect of the whole Department or part of a Department in relation to any matter contained in the award.
- 10.2 All local arrangements negotiated between the Department Head and the Association must:
- 10.2.1 be approved by the Secretary; and
 - 10.2.2 be approved in writing by the General Secretary of the Association; and
 - 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
 - 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause will prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 24, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 21, Flexible Working Hours of this award will apply.
- 10.4 Attendance and the accrual of flexible working hours credit – An employee may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 10.5 Where an employee has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

11. Working Hours

- 11.1 The working hours of employees and the manner of their recording, will be as determined from time to time by the Department Head in accordance with any direction of the Secretary. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- 11.2 The employee in charge of a division or branch of a Department will be responsible to the Department Head for the proper observance of working hours of employees and for the proper recording of such attendance.
- 11.3 The Department Head may require an employee to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:
- 11.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to the employee's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,

- 11.3.4 the notice (if any) given by the Department Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
- 11.3.5 any other relevant matter.
- 11.4 The application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The Department Head will ensure that all employees employed in the Department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

12. Casual Employment

- 12.1 This clause will only apply to those casual employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
- 12.2.1 A casual employee is engaged and paid on an hourly basis.
- 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 12.2.3 A casual employee will not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the role.
- 12.3 Rate of Pay
- 12.3.1 A casual employee will be paid the ordinary hourly rate of pay 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.
- 12.3.2 A casual employee will be paid a loading on the appropriate ordinary hourly rate of pay of:
- 15% for work performed on Mondays to Fridays (inclusive)
- 50% for work performed on Saturdays
- 75% for work performed on Sundays
- 150% for work performed on public holidays.
- 12.3.3 A casual employee will also receive a 1/12th loading in lieu of annual leave.
- 12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.
- 12.4 Overtime
- 12.4.1 A casual employee will be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the role; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under clause 10 of this award.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 90, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

12.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

12.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, of the *Industrial Relations Act 1996*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996*.

- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member, of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

12.6.2 The Department Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is

entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

12.6.3 A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee will, if required,

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

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

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

12.7 Bereavement entitlements for casual employees

12.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

12.7.2 The Department Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

12.7.3 A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

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

12.8 Application of other clauses of this Award to casual employees

12.8.1 The following clauses of this award do not apply to casual employees:

11	Working Hours
16	Variation of Hours
17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours
21-24	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
43	Room at Home Used as Office
44	Semi-Official Telephones
53-59	relating to Trade Union activities

63	Travelling and other costs of Trade Union Delegates
67	Leave - General Provisions
69-84	relating to the various Leave provisions
86	Study Assistance
87	Shift Work
88-89	relating to Overtime
91-92	relating to Recall to Duty, On-Call and Stand-by Arrangements
96	Payment for Overtime or Leave in Lieu
97	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

13. Part-Time Employment

13.1 General

13.1.1 This clause will only apply to part-time employees whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the relevant Department Head. Part-time work may be undertaken in a part-time role or under a part-time arrangement.

13.1.3 A part-time employee is to work contract hours less than full-time hours.

13.1.4 Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part-time role or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

13.1.5 Before commencing part-time work, the Department Head and the employee must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
- (c) the classification applying to the work to be performed;

13.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

13.1.7 Incremental progression for part-time employees is the same as for full-time employees, that is, part-time employees receive an increment annually.

13.2 Additional hours

13.2.1 An employer may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, or a Local Agreement made in accordance with clause 10 of this award, have the time worked credited as flex time.

- 13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment will be made at the appropriate overtime rate in accordance with clause 95, Rate of Payment for Overtime, of this award.

14. Morning and Afternoon Breaks

Employees may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Employees, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks

- 15.1 Meal breaks must be given to and taken by employees. No employee will be required to work continuously for more than 5 hours without a meal break, provided that: -

15.1.1 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the employee agrees. If the employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

15.1.2 where the nature of the work of an employee or a group of employees is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

15A. Lactation Breaks

- 15A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

15A.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

15A.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

15A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

15A.5 The Department Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

15A.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

15A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

15A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave, of this award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this award, where applicable.

16. Variation of Hours

- 16.1 If the Department Head is satisfied that an employee is unable to comply with the general hours operating in the Department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 16.1.1 the variation does not adversely affect the operational requirements;
 - 16.1.2 there is no reduction in the total number of daily hours to be worked;
 - 16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;
 - 16.1.5 no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;
 - 16.1.6 ongoing arrangements are documented; and
 - 16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- 17.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or
 - 17.1.2 negotiate an alternative working location with the Department; and/or
 - 17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

- 18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 18.2 If an employee is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence will be deducted from the employee's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Department Head, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
 - 19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
 - 19.1.3 a day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.

- 19.2 An employee required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

20. Standard Working Hours

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the employee under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 20.2 Urgent Personal Business - Where an employee needs to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time will be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If an employee is late for work, the employee must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the employee and the Department Head.

21. Flexible Working Hours

- 21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements, of this award, and consistent with subclause 21.1 of this clause, a flexible working hours scheme in terms of this subclause may operate in a Department or a section of a Department, subject to operational requirements, as determined by the Department Head.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a Department, will be extended to an employee working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause will be applied pro rata to an employee working under a part time work arrangement.
- 21.4 Exclusions - Flexible working hours will not apply to employees who work:
- 21.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
- 21.4.2 permanent standard hours; or
- 21.4.3 according to a shift roster.
- 21.5 Attendance – An employee's attendance outside the hours of a standard day but within the bandwidth will be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth will be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.7 Coretime - The coretime will be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.

- 21.8 Lunch break - The standard lunch period will be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements, of this award, the lunch break will be taken in accordance with such local arrangement.
- 21.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements, of this award, the settlement period will be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period will be calculated by multiplying the employee's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit – an employee may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements, of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and employee will develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions will apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements, of this award:
- 21.13.1 a debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 any debit of hours outstanding on an employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation.
- 21.14 Cessation of duty – An employee may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 where the employee's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or
- 21.14.3 in such other circumstances as have been negotiated between the Department Head and the Association under a local arrangement in terms of clause 10, Local Arrangements, of this award.

- 21.14.4 Prior to an employee's last day of service the employee and supervisor will ensure that the employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this subclause.
- 21.15 Where an employee ceases duty in the Department in order to take up employment in another public service or government sector organisation, the same provisions as apply to recreation leave under the Government Sector Employment Regulation 2014 will apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 An employee may take off one full day or two half days in a settlement period of 4 weeks.
- 21.16.2 Where it appears an employee may exceed a 10 hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this award.
- 21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted will be determined according to the provisions contained in clause 68, Absence from Work, of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the employee to work standard hours and not flexible hours:
- 21.18.1 where the Department Head decides that the working of flexible hours by an employee or employees does not suit the operational requirements of the Department or section of the Department, the Association will be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Rostered Days Off for 38 Hour Week Workers

- 22.1 The provisions of this clause apply only to those employees who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 22.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 22.2.1 Except as provided in paragraph 22.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 22.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the employee resumes duty.
- 22.2.3 Exception - Notwithstanding the provisions of paragraph 22.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions will continue to apply until renegotiated.

- 22.3 In the event of unforeseen circumstances or the Department's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 22.4 Where seasonal or school vacation considerations affect Departmental operations, rostered days off may be accrued and taken during a less active period.
- 22.5 A rostered day off is not to be re-credited if the employee is ill or incapacitated on a rostered day off.
- 22.6 Payment of above level allowances is not to be made to another employee for undertaking some or all of the duties of the employee who is absent on a rostered day off.

23. Non-Compliance

In the event of any persistent failure by an employee to comply with the hours of duty required to be worked, the Department Head will investigate such non-compliance as soon as it comes to the Department Head's notice and will take appropriate remedial action according to the provisions under clause 13 of the Government Sector Employment Regulation 2014.

24. Flexible Work Practices

- 24.1 Nothing in this award will affect the hours of duty of an employee who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 24.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 will be subject to the conditions specified in this award and in consultation with the Association.

25. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 130 (1) of the *Public Sector Employment and Management Act 2002* on local arrangements in respect of the hours of work which operated in a Department or part of a Department as at the effective date of this award, will be taken to be a determination under section 52 of the Act and will continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

26. Travelling Compensation

- 26.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters will be met by the Department.
- 26.2 The Department Head will require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 26.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business will be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 26.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable will be the appropriate proportion of the daily rate. Any fraction of an hour will be rounded off to the nearest half-hour.
- 26.5 The Department will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees will obtain prior approval when making their own arrangements for overnight accommodation.

- 26.6 Subject to subclause 26.14 of this clause, an employee who is required by the Department Head to work from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 26.7 If meals are provided by the Government at the temporary work location, the employee will not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment will be:
- 26.8.1 where the Department elects to pay the accommodation provider the employee will receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B, Monetary Rates, and
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B, Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where the Department elects not to pay the accommodation provider the employee will elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B, Monetary Rates.
- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 26.10 Where an employee is unable to so satisfy the Department Head, the allowance payable for part days of travel will be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If an employee is required by the Department Head to work in the same temporary work location for more than 35 days, the employee will be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B, Monetary Rates.
- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11 of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 26.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location will not constitute a break in the temporary work arrangement.
- 26.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64, 65 and 66 of the Act.

27. Excess Travelling Time

- 27.1 Excess Travelling Time – An employee directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:

- 27.1.1 payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause will be subject to the following conditions:
- 27.2.1 on a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
- 27.2.2 on a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty, provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time will exclude the following:
- 27.3.1 time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 travel to new headquarters upon transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 27.3.4 time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by an employee whose salary includes an all incidents of employment component;
- 27.3.8 time within the flex time bandwidth;
- 27.3.9 travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause will be at the employee's ordinary hourly rate of pay calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- 27.5 The rate of payment for travel or waiting time on a non-working day will be the same as that applying to a working day.
- 27.6 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 will be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time will be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

- 29.1 An employee who is authorised by the Department Head to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, will be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B, Monetary Rates for: -
- 29.1.1 breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - 29.1.2 an evening meal when required to travel until or beyond 6.30 p.m.; and
 - 29.1.3 lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

- 30.1 An allowance under clause 26, Travelling Compensation, of this award is not payable in respect of:
- 30.1.1 any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 30.1.2 any period of leave, except with the approval of the Department Head or as otherwise provided by this clause; or
 - 30.1.3 any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 30.2 An employee who is in receipt of an allowance under clause 26, Travelling Compensation, will be entitled to the allowance in the following circumstances:
- 30.2.1 when granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
 - 30.2.2 when leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

31. Increase or Reduction in Payment of Travelling Allowances

- 31.1 Where the Department Head is satisfied that a travelling allowance is:
- 31.1.1 insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
 - 31.1.2 in excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

32. Production of Receipts

Payment of any actual expenses will be subject to the production of receipts, unless the Department Head is prepared to accept other evidence from the employee.

33. Travelling Distance

The need to obtain overnight accommodation will be determined by the Department Head having regard to the safety of the employee or employees travelling on official business and local conditions applicable in the area. Where employees are required to attend conferences or seminars which involve evening sessions or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation will be appropriately granted by the Department Head.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Camping Allowances

- 34.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to an employee who is: -
- 34.1.1 in receipt of a camping equipment allowance under clause 38, Camping Equipment Allowance, of this award; or
 - 34.1.2 provided with camping equipment by the Department; or
 - 34.1.3 reimbursed by the Department for the cost of hiring camping equipment.
- 34.2 When required to camp in connection with the performance of official duties, an employee will be paid an allowance for the expenses incurred in camping as follows:
- 34.2.1 the daily rate specified in Item 4 of Table 1 of Part B, Monetary Rates for all expenses; and
 - 34.2.2 where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B, Monetary Rates.
- 34.3 Where the Department Head is satisfied that it was not reasonable in the circumstances for the employee to camp, an employee who is entitled to a camping allowance will be paid a travelling allowance under clause 26, Travelling Compensation of this award, instead of the camping allowance.
- 34.4 An employee who is paid a remote areas allowance under clause 39, Allowance for Living in a Remote Area, of this award is entitled to continue to receive that allowance while receiving a camping allowance.

35. Composite Allowance

- 35.1 An employee employed in one of the classifications of Rangelands Management Officers, Field Supervisors or Field Service Managers, and who:
- 35.1.1 is required to perform official duty in the field; and
 - 35.1.2 on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under clause 26, Travelling Compensation, of this award
- may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 35.2 The rate of the allowance under this clause will be the daily rate for all expenses as shown in Item 5 of Table 1 - Allowances of Part B, Monetary Rates.

- 35.3 To be paid the composite allowance under this clause, the employee must submit to the Department Head an election each 12 months. If the election is not made by the employee or not approved by the Department Head, travelling or camping allowances under clauses 26 or 34 of this award, whichever is appropriate, will apply.
- 35.4 An election under subclause 35.3 of this clause is revocable 12 months after it is made, unless the employee changes classification.
- 35.5 An employee who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 35.6).
- 35.6 On occasions when an employee receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 26, Travelling Compensation, of this award.
- 35.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 35.8 An employee who receives a composite allowance is entitled to the camping equipment allowance if the Department head certifies that it is necessary for the employee to provide camping equipment at personal expense

36. Allowance Payable for Use of Private Motor Vehicle

- 36.1 The Department Head may authorise an employee to use a private motor vehicle for work where:
- 36.1.1 such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
- 36.1.2 where the employee is unable to use other means of transport due to a disability.
- 36.2 An employee who, with the approval of the Department Head, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B, Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 36.4 of this clause.
- 36.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 36.3.1 The casual rate is payable if an employee elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 36.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 36.4 Deduction from allowance
- 36.4.1 Except as otherwise specified in this award, an employee will bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

36.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 36.4.3 of this subclause.

36.4.3 Designated headquarters

- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

36.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

36.4.5 Where a headquarters has been designated per paragraph 36.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

36.4.6 Deductions are not to be applied in respect of days characterised as follows:

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

36.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department head.

- 36.6 Expenses such as tolls etc. will be refunded to employees where the charge was incurred during approved work related travel.
- 36.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee will be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B, Monetary Rates.

37. Damage to Private Motor Vehicle Used for Work

- 37.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer will be reimbursed by the Department, provided:
- 37.1.1 the damage is not due to gross negligence by the employee; and
- 37.1.2 the charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 37.2 Provided the damage is not the fault of the employee, the Department will reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 37.2.1 the damage was sustained on approved work activities; and
- 37.2.2 the costs cannot be met under the insurance policy due to excess clauses.

38. Camping Equipment Allowance

- 38.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 38.2 An employee who provides camping equipment required for the performance of official duties will be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B, Monetary Rates, for the expense of providing the equipment.
- 38.3 An employee who provides their own bedding and sleeping bag while camping on official business, will be paid an additional allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B, Monetary Rates.

39. Allowance for Living in a Remote Area

- 39.1 An employee will be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 39.1.1 indefinitely stationed and living in a remote area as defined in subclause 39.2 of this clause; or
- 39.1.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 39.2 of this clause.
- 39.2 Grade of appropriate allowance payable under this clause will be determined as follows:
- 39.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 39.2.2 and 39.2.3 of this subclause;
- 39.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B, Monetary Rates; in respect of the towns and localities of Angledool, Barringun, Bourke,

Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

- 39.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B, Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 39.3 The dependant rate for each grade is payable where
- 39.3.1 the employee has a dependant as defined; and
- 39.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and
- 39.3.3 the employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 39.4 For the purposes of this clause dependant is defined as
- 39.4.1 the spouse of the employee (including a de facto spouse);
- 39.4.2 each child of the employee aged eighteen years or under;
- 39.4.3 each son and daughter of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 39.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.
- 39.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.
- 39.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 39.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 39.7.1 the employee continues in employment; and
- 39.7.2 the dependants continue to reside in the area specified; and
- 39.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

40. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave

- 40.1 An employee who:
- 40.1.1 is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and

40.1.2 proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,

will be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 1 - Allowance of Part B, Monetary Rates for the additional costs of travel.

- 40.2 Dependant in this clause has the same meaning as subclause 39.4 of clause 39, Allowance for Living in a Remote Area, of this award.
- 40.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

41. Overseas Travel

Unless the Department Head determines that an employee will be paid travelling rates especially determined for the occasion, an employee required by the Department to travel overseas on official business will be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Customer Service Policy as issued from time to time.

42. Exchanges

- 42.1 The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the Department or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Department's business.
- 42.2 The conditions applicable to those employees who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case (Item 11 of Table 1 - Allowances of Part B Monetary Rates).
- 42.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 56, Conditions Applying to On Loan Arrangements, of this award apply to employees who are loaned to the Association.

43. Room at Home Used as Office

- 43.1 Where no Departmental office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Department will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 1 - Allowances of Part B, Monetary Rates, is payable for the use of a room at home as an office.
- 43.2 Where an office exists in a particular location - Where a Departmental office or offices already exist in a particular location but the employee and the manager agree that the employee could work from home on a short term or longer term basis, the arrangement will be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 43.1 of this clause will not apply in these circumstances.
- 43.3 Requirements - Arrangements under subclauses 43.1 or 43.2 of this clause will be subject to:
- 43.3.1 a formal agreement being reached in respect of the hours to be worked; and
- 43.3.2 the work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

44. Semi-Official Telephones

- 44.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee will be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her role in the Department, as and when required.
- 44.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.
- 44.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to
- 44.3.1 give decisions, supply information or provide emergency services; and/or
- 44.3.2 be available for reasons of safety or security for contact by the public outside of normal office hours.
- 44.4 Unless better provisions already apply to an employee or an employee has been provided with an official telephone, reimbursement of expenses under this clause will be limited to the following:
- 44.4.1 the connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;
- 44.4.2 the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 44.4.3 the full cost of official local, STD and ISD calls.
- 44.5 To be eligible for reimbursement, employees must submit their telephone account and a statement showing details of all official calls, including:
- 44.5.1 date, time, length of call and estimated cost;
- 44.5.2 name and phone number of the person to whom call was made; and
- 44.5.3 reason for the call.

45. Flying Allowance

Employees, other than those employed to fly aircraft, will be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B, Monetary Rates when required to work from an inflight situation. The flying allowance payable under this clause will be paid in addition to any other entitlement for the time actually spent working in the aircraft.

46. Uniforms, Protective Clothing and Laundry Allowance

- 46.1 Uniform, etc. provided by the Department – An employee who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties will be provided by the Department with such clothing and will be paid an allowance at the rate specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the employee is entitled to receive a laundry allowance under another industrial instrument.
- 46.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing will be met by the Department.
- 46.3 Uniform, etc. provided by the employee - Where the uniform, protective clothing or other specialised clothing is provided by the employee, the employee will be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

47. Compensation for Damage to Or Loss of Employee's Personal Property

- 47.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Department covering the damage to or loss of the personal property of the employee.
- 47.2 If a claim under subclause 47.1 of this clause is rejected by the insurer, the Department Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 47.2.1 is due to the negligence of the Department, another employee, or both, in the performance of their duties; or
- 47.2.2 is caused by a defect in an employee's material or equipment; or
- 47.2.3 results from an employee's protection of or attempt to protect Departmental property from loss or damage.
- 47.3 Compensation in terms of subclause 47.2 of this clause will be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 47.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade, or similar items which are ordinarily required for the performance of the employee's duties.
- 47.5 Compensation for the damage sustained will be made by the Department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

48. Garage and Carport Allowance

- 48.1 Where an employee garages a Departmental vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Department Head, such employee will be paid an appropriate rate of allowance as specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates.
- 48.2 Payment of the garage or carport allowance will continue during periods when the employee is absent from headquarters.

49. Forage for Horses

- 49.1 Where in connection with the performance of official duties an employee is required to hand-feed a horse, out-of-pocket expenses for forage will be reimbursed by the Department.
- 49.2 The out-of-pocket expenses will continue to be paid in full to the employee during periods of leave.

50. Community Language Allowance Scheme (CLAS)

- 50.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
- 50.1.1 employed as interpreters and translators; and
- 50.1.2 employed in those roles where particular language skills are an integral part of essential requirements of the role,
- will be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B, Monetary Rates, subject to subclauses 50.2 and 50.3 of this clause.

- 50.2 The base level of the CLAS is paid to employees who:
- 50.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - 50.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 50.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- 50.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employee's language skills, as determined by the Department Head; or
 - 50.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that employees with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

51. First Aid Allowance

- 51.1 An employee appointed as a First Aid Officer will be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in Item 18 of Table 1 - Allowances of Part B, Monetary Rates.
- 51.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 51.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 51.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites); and
 - 51.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 51.4 The First Aid Allowance will not be paid during leave of one week or more.
- 51.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, the employee will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 51.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

52. Review of Allowances Payable in Terms of This Award

- 52.1 Adjustment of Allowances - Allowances contained in this award will be reviewed as follows:
- 52.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) clause 26, Travelling Compensation;
 - (b) clause 29, Meal Expenses on One Day Journeys;

- (c) clause 94, Overtime Meal Allowances, for breakfast, lunch and dinner.

52.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) clause 36, Allowances Payable for the Use of Private Motor Vehicle.

52.1.3 Allowances payable in terms of clauses listed in this paragraph will be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) clause 34, Camping Allowances;
- (b) clause 35, Composite Allowance;
- (c) clause 38, Camping Equipment Allowance;
- (d) clause 39, Allowance for Living in a Remote Area;
- (e) clause 40, Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave;
- (f) clause 43, Room at Home Used as Office;
- (g) clause 46, Uniforms, Protective Clothing and Laundry Allowance;
- (h) clause 48, Garage and Carport Allowance; and
- (i) clause 94, Overtime Meal Allowances, for supper.

52.1.4 Allowances payable in terms of clauses listed in this paragraph increase in accordance with any percentage increase under an Award, Agreement or Determination and will be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) clause 45, Flying Allowance;
- (b) clause 50, Community Language Allowance Scheme (CLAS);
- (c) clause 51, First Aid Allowance;
- (d) clause 92, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

53. Trade Union Activities Regarded as on Duty

53.1 An Association delegate will be released from the performance of normal Departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

53.1.1 attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*;

53.1.2 attendance at meetings with workplace management or workplace management representatives;

53.1.3 a reasonable period of preparation time, before -

- (a) meetings with management;
- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;

53.1.4 giving evidence in court on behalf of the employer;

53.1.5 appearing as a witness before the Industrial Relations Commission;

53.1.6 representing the Association at the Industrial Relations Commission as an advocate or as a Tribunal Member;

53.1.7 presenting information on the Association and Association activities at induction sessions for new employees of the Department; and

53.1.8 distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

54. Trade Union Activities Regarded as Special Leave

54.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

54.1.1 annual or biennial conferences of the Association;

54.1.2 meetings of the Association's Executive, Committee of Management or Councils;

54.1.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

54.1.4 attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;

54.1.5 attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;

54.1.6 giving evidence before an Industrial Tribunal as a witness for the Association;

54.1.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 53, 54 and 55 apply.

55. Trade Union Training Courses

55.1 The following training courses will attract the grant of special leave as specified below: -

55.1.1 Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be negotiated between the Department Head and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.

55.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief employees;
- (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
- (c) all travelling and associated expenses being met by the employee or the Association;
- (d) attendance being confirmed in writing by the Association or a nominated training provider.

56. Conditions Applying to on Loan Arrangements

56.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

56.1.1 meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association: -

- (a) as an Executive Member; or
- (b) a member of a Federal Council; or
- (c) vocational or industry committee.

56.1.2 briefing counsel on behalf of the Association;

56.1.3 assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;

56.1.4 country tours undertaken by a member of the executive or Council of the Association;

56.1.5 taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association;;

56.1.6 financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-

- (a) the Department will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) the Department will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the Association.

56.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

56.1.8 Limitation - On loan arrangements may apply to full-time or part-time employees and are to be kept to the minimum time required. Where the Association needs to extend an on loan

arrangement, the Association will approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

56.1.9 Where the Department Head and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Secretary for determination after consultation with the Department Head and the Association.

57. Period of Notice for Trade Union Activities

The Department Head must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

58. Access to Facilities by Trade Union Delegates

58.1 The workplace will provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

58.1.1 telephone, facsimile, internet and email facilities;

58.1.2 a notice board for material authorised by the Association or access to employee notice boards for material authorised by the Association;

58.1.3 workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

59. Responsibilities of the Trade Union Delegate

59.1 Responsibilities of the Association delegate are to:

59.1.1 establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

59.1.2 participate in the workplace consultative processes, as appropriate;

59.1.3 follow the dispute settling procedure applicable in the workplace;

59.1.4 provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

59.1.5 account for all time spent on authorised Association business;

59.1.6 when special leave is required, to apply for special leave in advance;

59.1.7 distribute Association literature/membership forms, under local arrangements negotiated between the Department Head and the Association; and

59.1.8 use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

60. Responsibilities of the Trade Union

60.1 Responsibilities of the Association are to:

60.1.1 provide written advice to the Department Head about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;

- 60.1.2 meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management, of this award;
- 60.1.3 pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 60.1.4 provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 60.1.5 apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement;
- 60.1.6 assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 60.1.7 advise employer of any leave taken by the Association delegate during the on loan arrangement.

61. Responsibilities of Workplace Management

- 61.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 61.1.1 release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 61.1.2 advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
 - 61.1.3 meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 61.1.4 where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
 - 61.1.5 re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - 61.1.6 where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 61.1.5 of this subclause;
 - 61.1.7 to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - 61.1.8 to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
 - 61.1.9 if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

62. Right of Entry Provisions

The right of entry provisions will be as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*.

63. Travelling and Other Costs of Trade Union Delegates

- 63.1 Except as specified in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management, of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 63.2 In respect of meetings called by the workplace management in terms of paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 26, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances, of this award.
- 63.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Department or the Secretary, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 63.4 The on loan arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the Department by the Association or the employee.

64. Industrial Action

- 64.1 Provisions of the *Industrial Relations Act* 1996 will apply to the right of Association members to take lawful industrial action (note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 64.2 There will be no victimisation of employees prior to, during or following such industrial action.

65. Consultation and Technological Change

- 65.1 There will be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- 65.2 The Departmental management will consult with the Association prior to the introduction of any technological change.

66. Deduction of Trade Union Membership Fees

At the employee's election, the Department Head will provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Department Head and the Association in accordance with clause 10, Local Arrangements, of this award.

SECTION 6 - LEAVE

67. Leave - General Provisions

- 67.1 The leave provisions contained in this Award apply to all employees other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the Association in terms of clause 10, Local Arrangements of this award.
- 67.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 67.3 Unless otherwise specified in this award a temporary employee employed under Part 4, Division 5, Section 43 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the

Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.

- 67.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave will be taken before unpaid leave.

68. Absence from Work

- 68.1 An employee must not be absent from work unless reasonable cause is shown.
- 68.2 If an employee is to be absent from duty because of illness or other emergency, the employee must notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 68.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Department Head will deduct from the pay of the employee the amount equivalent to the period of the absence.
- 68.4 The minimum period of leave available to be granted will be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 68.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

69. Applying for Leave

- 69.1 An application by an employee for leave under this award will be made to and dealt with by the Department Head.
- 69.2 The Department Head will deal with the application for leave according to the wishes of the employee, if the operational requirements of the Department permit this to be done.

70. Extended Leave

Extended leave will accrue and will be granted to employees in accordance with the provisions of Part 2, Division 3, Clause 16 Extended leave entitlements and Schedule 1 Public Service extended leave entitlements of the Government Sector Employment Regulation 2014.

71. Family and Community Service Leave

- 71.1 The Department Head will grant family and community service (FACS) leave to an employee for unplanned and emergency family situations or other emergencies that may include but are not limited to the following: -
- 71.1.1 on compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- 71.1.2 emergency accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 71.1.3 emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
- 71.1.4 attending to unplanned or unforeseen family responsibilities - such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- 71.1.5 attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of FACS to be appropriate in a particular case.

- 71.2 The Department Head may also grant FACS leave for:
- 71.2.1 an absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 71.2.2 attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- 71.3 Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave
- 71.4 For the purpose of FACS leave, the definition of "family" or "relative" in this clause is the same as that provided in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member, of this award.
- 71.5 FACS leave will accrue as follows:
- 71.5.1 two and a half days in the employee's first year of service;
 - 71.5.2 two and a half days in the employee's second year of service; and
 - 71.5.3 one day per year thereafter.
- 71.6 Where FACS leave is exhausted as a result of natural disasters, the Department Head will consider applications for additional FACS leave, if some other emergency arises.
- 71.7 Where FACS leave is exhausted, on the death of a family member or relative, additional paid FACS leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 71.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 81, Sick Leave to Care for a Sick Family Member of this award will be granted when paid FACS leave has been exhausted or is unavailable.
- 71.9 A Department Head may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for FACS leave purposes.

72. Leave Without Pay

- 72.1 The Department Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 72.2 Leave without pay may be granted on a full-time or a part-time basis.
- 72.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such leave without pay.
- 72.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of recreation leave.
- 72.5 An employee who has been granted leave without pay must not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.

- 72.6 An employee will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave must be taken before leave without pay.
- 72.7 No paid leave will be granted during a period of leave without pay.
- 72.8 An ongoing assignment may be made to the employee's role if:
- 72.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 72.8.2 the employee is advised of the Department's proposal to permanently backfill their assigned role; and
 - 72.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 72.8.4 the Department advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 72.9 The role cannot be filled permanently unless the above criteria are satisfied.
- 72.10 The employee does not cease to be employed by the Department if their role is permanently backfilled.
- 72.11 Subclause 72.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 75.9.1(a) of clause 75, Parental Leave or to military leave.

73. Military Leave

- 73.1 During the period of 12 months commencing on 1 July each year, the Department Head may grant to an employee who is a volunteer part-time member of the Australian Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 73.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 73.3 Up to 24 working days military leave per financial year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 73.1 of this clause.
- 73.4 A Department Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 73.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 73.3 of this clause may be granted Military Leave Top Up Pay by the Department Head.
- 73.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 73.7 During a period of Military Leave Top Up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 73.8 At the expiration of military leave in accordance with subclause 73.3 or 73.4 of this clause, the employee must furnish to the Department Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

74. Observance of Essential Religious Or Cultural Obligations

- 74.1 An employee of:
- 74.1.1 any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 74.1.2 any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 74.2 Applications for leave under this clause must be granted by the Department Head provided the employee gives adequate notice to the Department as to the need for leave and it is operationally convenient to release the employee from duty.
- 74.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Department Head, subject to:
- 74.3.1 adequate notice being given by the employee;
 - 74.3.2 prior approval being obtained by the employee; and
 - 74.3.3 The time off being made up in the manner approved by the Department Head.
- 74.4 Notwithstanding the provisions of subclauses 74.1, 74.2 and 74.3 of this clause, arrangements may be negotiated between the Department and the Association in terms of clause 10, Local Arrangements of this award to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

75. Parental Leave

- 75.1 Parental leave includes maternity, adoption and "other parent" leave.
- 75.2 Maternity leave will apply to an employee who is pregnant and, subject to this clause the employee will be entitled to be granted maternity leave as follows:
- 75.2.1 for a period up to 9 weeks prior to the expected date of birth; and
 - 75.2.2 for a further period of up to 12 months after the actual date of birth.
 - 75.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 75.3 Adoption leave – will apply to an employee adopting a child and who will be the primary care giver, the employee will be granted adoption leave as follows:
- 75.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 75.3.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - 75.3.3 special Adoption Leave – An employee will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.

- 75.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 75.4.1 short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 75.4.2 extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 75.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 75.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 75.5.1 applied for parental leave within the time and in the manner determined set out in subclause 75.10 of this clause; and
- 75.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 75.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 75.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 75.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave; or
- 75.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks; or
- 75.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 75.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 75.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 75.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 75.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

75.8 Except as provided in subclauses 75.5, 75.6 and 75.7 of this clause parental leave will be granted without pay.

75.9 Right to request

75.9.1 An employee who has been granted parental leave in accordance with subclause 75.2, 75.3 or 75.4 of this clause may make a request to the Department Head to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; and /or
- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

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

75.10 Notification Requirements

75.10.1 When a Department is made aware that an employee or their spouse is pregnant or is adopting a child, the Department must inform the employee of their entitlements and their obligations under the award.

75.10.2 An employee who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 75.9 of this clause.

75.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

- (a) the date on which the parental leave is intended to start, and
- (b) the period of leave to be taken.

75.10.4 Employee's request and the Department Head's decision to be in writing

The employee's request under paragraph 75.9.1 and the Department Head's decision made under paragraph 75.9.2 must be recorded in writing.

75.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.

- 75.10.6 An employee on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
- 75.10.7 An employee must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 75.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days' notice of the change unless the Department head decides otherwise.
- 75.11 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 75.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 75.12 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former position.
- 75.13 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- 75.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months' unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the department) must be given.
- 75.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 75.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 75.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 75.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- 75.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
- 75.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 75.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and role redesign.

75.19 If such adjustments cannot reasonably be made, the Department Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

75.20 Communication during parental leave

75.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department will 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 role the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

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

75.20.3 The employee must also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph 75.20.1 of this subclause.

76. Purchased Leave

76.1 An employee may apply to enter into an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

76.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.

76.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

76.1.3 The leave will count as service for all purposes.

76.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

76.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

76.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

76.3 Purchased leave is subject to the following provisions:

76.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

76.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

76.3.3 Sick leave cannot be taken during a period of purchased leave.

- 76.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 76.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- 76.3.6 Temporary Assignment Allowance will not be paid when a period of purchased leave is taken.
- 76.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Association. Departments may make adjustments relating to their salary administration arrangements.

77. Recreation Leave

77.1 Accrual

- 77.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 77.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to an employee, employed in terms of the Act, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 77.1.3 Recreation leave accrues from day to day.

77.2 Limits on Accumulation and Direction to Take Leave

- 77.2.1 At least two (2) consecutive weeks of recreation leave will be taken by an employee every 12 months, except by agreement with the Department Head in special circumstances.
- 77.2.2 Where the operational requirements permit, the application for leave will be dealt with by the Department Head according to the wishes of the employee.
- 77.2.3 The Department Head will notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks' recreation leave within 3 months of the notification at a time convenient to the Department.
- 77.2.4 The Department Head will notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks' recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Department.
- 77.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

77.3 Conservation of Leave - If the Department Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Department Head will: -

- 77.3.1 specify in writing the period of time during which the excess will be conserved; and

- 77.3.2 on the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 77.3.3 a Department Head will inform an employee in writing on a regular basis of the employee's recreation leave accrual.
- 77.4 Miscellaneous
- 77.4.1 Unless a local arrangement has been negotiated between the Department Head and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 77.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 77.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 77.4.4 of this subclause.
- 77.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act* 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 77.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 77.4.4 of this subclause will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 77.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 77.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 75, Parental Leave, of this award.
- 77.4.8 On cessation of employment, an employee is entitled to be paid, the monetary value of accrued recreation leave which remains untaken.
- 77.4.9 An employee to whom paragraph 77.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 77.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the employee's nominated beneficiary.
- 77.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows: -
- 77.6.1 to the widow or widower of the employee; or
- 77.6.2 if there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 77.6.3 if there is no such widow, widower or children, to the person who, in the opinion of the Department Head was, at the time of the employee's death, a dependent relative of the employee; or
- 77.6.4 if there is no person entitled under paragraphs 77.6.1, 77.6.2 or 77.6.3 of this subclause to receive the monetary value of any leave not taken or not completed by an employee or which would have

accrued to the employee, the payment will be made to the personal representative of the employee.

77.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays

Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, will be entitled to receive additional annual leave or payment as provided for in subclauses 87.7 or 87.8 respectively of clause 87, Shift Work, of this award.

77.8 Recreation leave does not accrue during leave without pay other than

77.8.1 military leave taken without pay when paid military leave entitlements are exhausted;

77.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

77.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;

77.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or

77.8.5 periods which, when aggregated, do not exceed 5 working days in any period of 12 months.

77.9 An employee entitled to additional recreation leave under paragraph 77.1.2 of this clause, or under paragraphs 87.7.6 or 87.8.5 of clause 87, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

78. Annual Leave Loading

78.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 78.2 to 78.6 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

78.2 Loading on additional leave accrued - Where additional leave is accrued by an employee: -

78.2.1 as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading will be calculated on the actual leave accrued or on five weeks, whichever is the lower.

78.2.2 if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of 4 weeks leave.

78.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:

78.3.1 the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or

78.3.2 17½% annual leave loading.

78.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable will not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.

78.5 Leave year - For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.

- 78.6 Payment of annual leave loading - Payment of the annual leave loading will be made on the recreation leave accrued during the previous leave year and will be subject to the following conditions:
- 78.6.1 Annual leave loading will be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks recreation leave.
- Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee will be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 78.6.2 If at least two weeks leave, as set out in paragraph 78.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year will be made to the employee as at 30 November of the current year.
- 78.6.3 While annual leave loading will not be paid in the first leave year of employment, it will be paid on the first occasion in the second leave year of employment when at least two weeks' leave, as specified in paragraph 78.6.1 of this subclause, is taken.
- 78.6.4 An employee who has not been paid the annual leave loading for the previous leave year, will be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.
- 78.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

79. Sick Leave

- 79.1 Illness in this clause and in clauses 80 and 81 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 79.2 Payment for sick leave is subject to the employee:
- 79.2.1 informing their supervisor as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- 79.2.2 providing evidence of illness as soon as practicable if required by clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 79.3 If the Department Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Department Head:
- 79.3.1 will grant to the employee sick leave on full pay; and
- 79.3.2 may grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 79.4 The Department Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 79.4.1 is unable to carry out their duties without distress; or
- 79.4.2 risks further impairment of their health by reporting for duty; or
- 79.4.3 is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.

- 79.5 The Department Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 79.6 Entitlements. An employee appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 79.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 79.6.2 After the first four months of employment, the employee will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 79.6.3 After the first year of service, the employee will accrue sick leave day to day at the rate of 15 working days per year of service.
- 79.6.4 All continuous service as an employee in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 79.6.5 Notwithstanding the provisions of paragraph 79.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of Part 3, Division 2 Cross-government sector leave arrangements of the Government Sector Employment Regulation 2014.
- 79.6.6 Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
- 79.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
- 79.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 79.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service must be supported by a satisfactory medical certificate.
- 79.8 Seasonal or relief staff - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

80. Sick Leave - Requirements for Evidence of Illness

- 80.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- 80.2 In addition to the requirements under subclause 79.2 of clause 79, Sick Leave, of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- 80.3 As a general practice backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.

- 80.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- 80.5 If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department's Government or other nominated medical assessor for advice.
- 80.5.1 The type of leave granted to the employee will be determined by the Department Head based on the medical assessor's advice.
- 80.5.2 If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 80.6 The granting of paid sick leave will be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Department.
- 80.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 80.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
- 80.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 80.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 80.7.3 at the Department Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 80.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Department Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 80.8.1 in respect of recreation leave, the period set out in the evidence of illness;
- 80.8.2 in respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 80.9 Subclause 80.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

81. Sick Leave to Care for a Family Member

- 81.1 Where family and community service leave provided for in clause 71 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 81.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 81.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 81.3 If required by the Department Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 80.6 of clause 80, Sick Leave - Requirements for Evidence of Illness, of this award.

81.4 The entitlement to use sick leave in accordance with this clause is subject to:-

81.4.1 the employee being responsible for the care and support of the person concerned; and

81.4.2 the person concerned being: -

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

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

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

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

82. Sick Leave - Workers Compensation

- 82.1 The Department Head will advise each employee of the rights under the *Workers Compensation Act* 1987, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.
- 82.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act* 1987 will be required to lodge a claim for any such compensation.
- 82.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Department Head will assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 82.4 The Department Head will ensure that, once received by the Department, an employee's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- 82.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head will grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.
- 82.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim will be restored to the credit of the employee.
- 82.7 An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way will be debited against the employee.

Note: Following the decision in *Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales v Industrial Relations Secretary* [2017] NSWSC 1473, this clause only applies to firefighters to whom cl 25 of Pt 16H of Sch 6 of the *Workers Compensation Act 1987* applies, whilst they are engaged in firefighting duties.

82.7.1 Before approving the use of sick leave in this subclause, the Department Head must be satisfied that the employee is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the employee must:

- (a) participate and cooperate in the establishment of the required injury management plan for the employee;
- (b) comply with obligations imposed on the employee by or under the injury management plan established for the employee;
- (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
- (d) authorise the nominated treating doctor to provide relevant information to the insurer or the Department Head for the purposes of the injury management plan; and
- (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.

82.8 If an employee notifies the appropriate Department Head that he or she does not intend to make a claim for any such compensation, the Department Head will consider the reasons for the employee's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

82.9 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.

82.10 If the Department Head provides the employee with employment which meets the terms and conditions specified in the certificate of currency issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

82.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-

- 82.11.1 the employee's claim for workers compensation;
- 82.11.2 the conduct of a medical examination by a Government or other Medical Officer;
- 82.11.3 a medical certificate issued by the examining Government or other Medical Officer; or
- 82.11.4 action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

83. Sick Leave - Claims Other Than Workers Compensation

83.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full

pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that: -

83.1.1 any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and

83.1.2 in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.

83.2 Sick leave on full pay will not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Department Head is satisfied that the refusal or failure is unavoidable.

83.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, will be restored to the credit of the employee.

84. Special Leave

84.1 Special Leave - Jury Service

84.1.1 An employee must, as soon as possible, notify the Department Head of the details of any jury summons served on the employee.

84.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, provide to the Department Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.

84.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Department Head will grant, for the period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Department Head will grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

84.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee will be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity will be paid by the Department.

84.3 Witness at Court - Other than in Official Capacity - Crown Witness – An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

84.3.1 be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

84.3.2 pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

84.3.3 Association witness – an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the Department for the required period.

- 84.4 Called as a witness in a private capacity – An employee who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.
- 84.5 Special Leave - Examinations -
- 84.5.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to employees for the purpose of attending at any examination approved by the Department Head.
- 84.5.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.
- 84.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 84.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 84.7 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to an employee who is temporarily living away from home as a result of work requirements. The employee will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 84.8 Return Home When Transferred to New Location - Special leave will be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 84.9 An employee who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 84.10 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Department Head for such other purposes, subject to the conditions specified in the Public Service Industrial Relations Guide at the time the leave is taken.
- 84.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 84A, Leave for Matters Arising from Domestic Violence, have been exhausted, the Department Head will grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

84A. Leave for Matters Arising from Domestic Violence

- 84A.1 The definition of domestic violence is found in clause 3.17 of this award.
- 84A.2 Leave entitlements provided for in clause 71, Family and Community Service Leave, clause 79, Sick Leave and clause 81, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.
- 84A.3 Where the leave entitlements referred to in subclause 84A.2 are exhausted, Department Heads will grant Special Leave as per subclause 84.11.

84A.4 The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

84A.5 Personal information concerning domestic violence will be kept confidential by the agency.

84A.6 The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 7 – TRAINING AND PROFESSIONAL DEVELOPMENT

85. Employee Development and Training Activities

85.1 For the purpose of this clause, the following will be regarded as employee development and training activities:

85.1.1 all employee development courses conducted by a NSW Public Sector organisation;

85.1.2 short educational and training courses conducted by generally recognised public or private educational bodies; and

85.1.3 conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

85.2 For the purposes of this clause, the following will not be regarded as employee development and training activities: -

85.2.1 activities for which study assistance is appropriate;

85.2.2 activities to which other provisions of this award apply (e.g. courses conducted by the Association); and

85.2.3 activities which are of no specific relevance to the NSW Public Sector.

85.3 Attendance of an employee at activities considered by the Department Head to be:

85.3.1 essential for the efficient operation of the Department; or

85.3.2 developmental and of benefit to the NSW public sector

will be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.

85.4 The following provisions will apply, as appropriate, to the activities considered to be essential for the efficient operation of the Department:

85.4.1 recognition that the employee is performing normal duties during the course;

85.4.2 adjustment for the hours so worked under flexible working hours;

85.4.3 payment of course fees:

85.4.4 payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and

- 85.4.5 payment of overtime where the activity could not be conducted during the employee's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 88, Overtime – General, of this award.
- 85.5 The following provisions will apply, as appropriate, to the activities considered to be developmental and of benefit to the Department:
- 85.5.1 recognition of the employee as being on duty during normal working hours whilst attending the activity;
- 85.5.2 payment of course fees;
- 85.5.3 reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 85.5.4 such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 85.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the public service, special leave of up to 10 days per year will be granted to an employee. If additional leave is required and the Department Head is able to release the employee, such leave will be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 85.7 Temporary Assignment Allowance – Payment of a temporary assignment allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

86. Study Assistance

- 86.1 The Department Head will have the power to grant or refuse study time.
- 86.2 Where the Department Head approves the grant of study time, the grant will be subject to:
- 86.2.1 the course being a course relevant to the Department and/or the public service;
- 86.2.2 the time being taken at the convenience of the Department; and
- 86.2.3 paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 86.3 Study time may be granted to both full and part-time employees. Part-time employees however will be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 86.4 Study time may be used for:
- 86.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 86.4.2 necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 86.4.3 private study; and/or
- 86.4.4 accumulation, subject to the conditions specified in subclauses 86.6 to 86.10 of this clause.
- 86.5 Employees requiring study time must nominate which of the following type(s) of study time are preferred at the time of application and prior to the proposed commencement of the academic period: -

- 86.5.1 face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 86.5.2 distance education - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 86.5.3 accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 86.6 to 86.10 of this clause.
- 86.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 86.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Department.
- 86.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 86.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 86.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 86.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 86.12 Distance education courses - Study time for employees studying by distance education accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 86.13 Distance education students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 86.14 Repeated subjects - Study time will not be granted for repeated subjects.
- 86.15 Expendable grant - Study time if not taken at the nominated time will be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 86.16 Examination Leave - Examination leave will be granted as special leave for all courses of study approved in accordance with this clause.
- 86.17 The period granted as examination leave will include:
- 86.17.1 time actually involved in the examination;
- 86.17.2 necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 86.18 The examination leave will be granted for deferred examinations and in respect of repeat studies.

- 86.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 86.20 All employees are eligible to apply and no prior service requirements are necessary.
- 86.21 Study leave will be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided will be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 86.22 Where financial assistance is approved by the Department Head for all or part of the study leave period, the period will count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 86.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - SHIFT WORK AND OVERTIME

87. Shift Work

- 87.1 Shift Loadings - A shift worker employed on a shift will be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- 87.2 The loadings specified in subclause 87.1 of this clause will only apply to shifts worked from Monday to Friday.
- 87.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday will be deemed to have been worked on a Saturday, Sunday or Public Holiday and will be paid as such.
- 87.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, will be paid for such shifts at ordinary time and one half.
- 87.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, will be paid for such shifts at ordinary time and three quarters.
- 87.6 Public Holidays - With the exception of classifications listed in subclauses 87.7 and 87.8 of this clause, the following will apply:
- 87.6.1 where a shift worker is required to and does work on a Public Holiday, the shift worker will be paid at two and a half times the rate for time worked. Such payment will be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 87.6.2 a shift worker rostered off duty on a Public Holiday can elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

87.7 Shift workers employed in the classifications of:

Regulatory Officers, Biosecurity Act - Department of Planning, Industry and Environment

Security Officers - Art Gallery of NSW

Attendants - Australian Museum

Clinical Neuro Psychologist - Department of Communities and Justice

Clerks, Psychologists, Welfare Officers - Metropolitan Remand and Reception Centre (IDS) -
Department of Communities and Justice

Gallery Service Officers - Art Gallery of NSW

Staff Resource Units – Disability Services - Department of Communities and Justice

will receive the following:

87.7.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.7.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

87.7.3 When rostered off on a public holiday - ordinary salary and an additional day's pay.

87.7.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of time and a half.

87.7.5 Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.

87.7.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

87.8 Shift workers employed in the classifications of:

Prison Officers - Department of Communities and Justice

Transitional Centre Workers - Department of Communities and Justice

Rangers - Department of Planning, Industry and Environment

Field Officer - Department of Planning, Industry and Environment

Nurses – Disability Operations – Department of Communities and Justice

Helpline Staff - Department of Communities and Justice

will receive the following:

87.8.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.8.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

87.8.3 When rostered off on a public holiday - no additional compensation or payment.

87.8.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of half time.

87.8.5 Annual leave at the rate of six weeks per year, that is, 30 working days plus 12 rest days.

87.8.6 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of payment 12 months from 1 December one year to 30 November the next year	Additional payment
4-10	1/5th of one week's ordinary salary
11-17	2/5ths of one week's ordinary salary
18-24	3/5ths of one week's ordinary salary
25-31	4/5ths of one week's ordinary salary
32 or more	one week's ordinary salary

87.8.7 The additional payment in terms of paragraph 87.8.6 of this subclause will be made after 1 December each year for the preceding 12 months.

87.8.8 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service will be paid to the shift worker;

87.8.9 Payment will be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

87.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, will be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster will indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements will be made by the Department Head.

87.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift will, where practicable, be given forty eight (48) hours' notice of the proposed change.

87.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts will be given.

87.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker will be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

87.13 Time spent off duty may be calculated by determining the amount of time elapsed after: -

87.13.1 the completion of an ordinary rostered shift; or

87.13.2 the completion of authorised overtime; or

- 87.13.3 the completion of additional travelling time, if travelling on duty, but does not include time spent travelling to and from the workplace.
- 87.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker will be paid the normal rate for the shift.

88. Overtime - General

- 88.1 An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- 88.1.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 88.1.2 any risk to the employee's health and safety;
- 88.1.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- 88.1.4 the notice (if any) given by the Department Head regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
- 88.1.5 any other relevant matter.
- 88.2 Payment for overtime will be made only where the employee works directed overtime.
- 88.3 Where a flexible working hours scheme is in operation, overtime will be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the employee will not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.
- 88.4 Payment for overtime worked and/or on-call (standby) allowance will not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 88.4.1 compensation specifically provided for overtime and/or on-call (standby) allowance; or
- 88.4.2 be paid an allowance for overtime and/or on-call (standby) allowance; or
- 88.4.3 a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

89. Overtime Worked by Shift Workers

- 89.1 The following rates are payable for any overtime worked by shift workers and will be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday:
- 89.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, will be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 89.1.2 Saturday - All overtime worked by shift workers on Saturday, will be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 89.1.3 Sunday - All overtime worked by shift workers on a Sunday will be paid for at the rate of double time.

- 89.1.4 Public Holidays - All overtime worked on a public holiday will be paid for at the rate of double time and one half.
- 89.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it will be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 89.3 The rest period off duty will be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

90. Overtime Worked by Day Workers

- 90.1 The provisions of this clause will not apply to:
- 90.1.1 shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 87, Shift Work and clause 89, Overtime Worked by Shift Workers, of this award apply;
- 90.1.2 employees covered by formal local arrangements in respect of overtime negotiated between the Department Head and the Association;
- 90.1.3 employees to who overtime provisions apply under another industrial instrument;
- 90.1.4 employees whose salary includes compensation for overtime;
- 90.1.5 employees who receive an allowance in lieu of overtime; and
- 90.1.6 Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 97, Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this award.
- 90.2 Rates - Overtime will be paid at the following rates:
- 90.2.1 weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's normal hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements, of this award apply;
- 90.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 90.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 90.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 90.3 If an employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 90.4 An employee who works overtime on a Saturday, Sunday or public holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 90.5 Rest Periods
- 90.5.1 An employee who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.

90.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the employee will be paid at the appropriate overtime rate until released from duty. The employee will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.

91. Recall to Duty

- 91.1 An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 91.2 The employee will not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 91.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment will be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time will be calculated as one continuous period.
- 91.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime will only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 91.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 91.6 An employee recalled to duty within three (3) hours of the commencement of normal hours of duty will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 91.7 This clause will not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee's normal hours of duty, or where overtime is continuous with the completion or commencement of normal hours of duty. Overtime worked in these circumstances will not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

92. On-Call (Stand-By) and On-Call Allowance

- 92.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee will be:
- 92.1.1 entitled to be paid the on call allowance set out in Item 13 of Table 1 - Allowances of Part B, Monetary Rates when directed by the Department to be on call or on standby for a possible recall to duty outside the employee's working hours;
- 92.1.2 if an employee who is on call and is called out by the Department, the overtime provisions as set out in clause 89, Overtime Worked by Shift Workers or clause 90, Overtime Worked by Day Workers, of this award, whichever is appropriate, will apply to the time worked;
- 92.1.3 where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

93. Overtime Meal Breaks

- 93.1 Employees not working flexible hours – an employee required to work overtime on weekdays for an hour and a half or more after the employee's normal hours of duty on weekdays, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 93.2 Employees working flexible hours – An employee required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 93.3 Employees Generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, will be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.

94. Overtime Meal Allowances

- 94.1 If an adequate meal is not provided by the Department, a meal allowance will be paid by the Department at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Department Head is satisfied that:
- 94.1.1 the time worked is directed overtime;
- 94.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 94.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
- 94.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 94.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Department Head will approve payment of actual expenses.
- 94.3 Where a meal was not purchased, payment of a meal allowance will not be made.
- 94.4 Receipts will be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.
- 94.5 Notwithstanding the above provisions, nothing in this clause will prevent the Department Head and the Association from negotiating different meal provisions under a local arrangement.

95. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, will be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

96. Payment for Overtime or Leave in Lieu

- 96.1 The Department Head will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 96.2 of this clause.

96.2 The following provisions will apply to the leave in lieu:

96.2.1 The employee will advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment.

96.2.2 The leave will be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

96.2.3 The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member, of this award apply.

96.2.4 The leave will be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's Department or section.

96.2.5 Leave in lieu accrued in respect of overtime will be given by the Department and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.

96.2.6 An employee will be paid for the balance of any overtime entitlement not taken as leave in lieu.

97. Compensation for Additional Hours Worked by Duty Officer, State Emergency Services

97.1 The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, will be compensated by: -

97.1.1 payment at the rate of one third of one day's pay for each tour of duty; or

97.1.2 if so desired by the employee concerned, the granting of time off in lieu of payment calculated in accordance with clause 96, Payment for Overtime or Leave in Lieu, of this award.

98. Calculation of Overtime

98.1 Unless a minimum payment in terms of subclause 90.4 of clause 90, Overtime Worked by Day Workers, of this award applies, overtime will not be paid if the total period of overtime worked is less than a quarter of an hour.

98.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis will be:

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

98.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis will be: -

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

98.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time will be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

98.5 Overtime is not payable for time spent travelling.

99. Provision of Transport in Conjunction with Working of Overtime

99.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of an employee on overtime or a regular or rotating shift roster does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the employee at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with administrative units of Departments where knowledge of each particular situation will enable appropriate judgements to be made.

99.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.

99.3 Provision of Taxis

Where an employee:

99.3.1 ceases overtime duty after 8.00 p.m., or

99.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 9 - MISCELLANEOUS

100. Anti-Discrimination

100.1 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.

100.2 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.

100.3 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.

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

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

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

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

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

100.5 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.

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

100.5.2 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."

101. Secure Employment

101.1 Work Health and Safety

101.1.1 For the purposes of this subclause, the following definitions will apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply employees employed or engaged by it to another employer for the purpose of such employees performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their roles safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

101.2 Disputes Regarding the Application of this Clause

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

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

102. Existing Entitlements

The provisions of this award will not affect any entitlements existing in a Department or section of a Department at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

103. Area, Incidence and Duration

103.1 The provisions of this award will apply to those employees as set out in clause 6.

103.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 October 2022.

103.3 Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 884) have been incorporated into this award as part of the review.

103.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Table 1 - Rates and Allowances**

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

Effective 1 July 2022

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$29.90
	29.1.2	Dinner	\$57.30
	29.1.3	Lunch	\$33.65
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$26.80
	29.1.2	Dinner	\$52.75
	29.1.3	Lunch	\$30.60
2		Travelling allowances	

	26.8.2	Capital cities	Per day (inclusive of accommodation, meals, and incidental expenses allowance)
		Adelaide	\$299.15
		Brisbane	\$317.15
		Canberra	\$310.15
		Darwin	\$362.15
		Hobart	\$289.15
		Melbourne	\$315.15
		Perth	\$322.15
		Sydney	\$340.15
	26.8.2	High cost country centres	Per day (inclusive of accommodation, meals, and incidental expenses allowance)
		Albany (WA)	\$321.15
		Alice Springs (NT)	\$292.15
		Armidale (NSW)	\$289.15
		Ballarat (VIC)	\$301.15
		Bathurst (NSW)	\$283.15
		Bega (NSW)	\$287.15
		Benalla (VIC)	\$285.15
		Bendigo (VIC)	\$282.15
		Bordertown (SA)	\$291.15
		Bourke (NSW)	\$307.15
		Bright (VIC)	\$309.15
		Broken Hill (NSW)	\$294.15
		Broome (WA)	\$362.15
		Bunbury (WA)	\$299.15
		Bundaberg (QLD)	\$289.15
		Burnie (TAS)	\$306.15
		Cairns (QLD)	\$305.15
		Carnarvon (WA)	\$298.15
		Castlemaine (VIC)	\$288.15
		Chinchilla (QLD)	\$285.15
		Christmas Island (WA)	\$340.15
		Cobar (NSW)	\$286.15
		Cocos (Keeling) Islands (WA)	\$473.15
		Coffs Harbour (NSW)	\$290.15
		Colac (VIC)	\$280.15
		Dalby (QLD)	\$319.15
		Dampier (WA)	\$317.15

	Derby (WA)	\$312.15
	Devonport (TAS)	\$300.15
	Dubbo (NSW)	\$290.15
	Emerald (QLD)	\$298.15
	Esperance (WA)	\$304.15
	Exmouth (WA)	\$332.15
	Geelong (VIC)	\$291.15
	Geraldton (WA)	\$307.15
	Gladstone (QLD)	\$297.15
	Gold Coast (QLD)	\$351.15
	Gosford (NSW)	\$287.15
	Griffith (NSW)	\$280.15
	Halls Creek (WA)	\$312.15
	Hervey Bay (QLD)	\$299.15
	Horn Island (QLD)	\$437.15
	Horsham (VIC)	\$296.15
	Jabiru (NT)	\$358.15
	Kalgoorlie (WA)	\$314.15
	Karratha (WA)	\$357.15
	Katherine (NT)	\$304.15
	Kununurra (WA)	\$346.15
	Launceston (TAS)	\$285.15
	Lismore (NSW)	\$286.15
	Mackay (QLD)	\$303.15
	Maitland (NSW)	\$305.15
	Mount Gambier (SA)	\$284.15
	Mount Isa (QLD)	\$310.15
	Mudgee (NSW)	\$306.15
	Muswellbrook (NSW)	\$299.15
	Newcastle (NSW)	\$327.15
	Newman (WA)	\$381.15
	Nhulunbuy (NT)	\$372.15
	Norfolk Island (NSW)	\$332.15
	Northam (WA)	\$331.15
	Nowra (NSW)	\$289.15
	Orange (NSW)	\$318.15
	Port Hedland (WA)	\$317.15
	Port Lincoln (SA)	\$312.15
	Port Macquarie (NSW)	\$312.15
	Port Pirie (SA)	\$292.15
	Queanbeyan (NSW)	\$281.15
	Queenstown (TAS)	\$278.15

		Rockhampton (QLD)	\$281.15
		Roma (QLD)	\$288.15
		Shepparton (VIC)	\$292.15
		Swan Hill (VIC)	\$296.15
		Tennant Creek (NT)	\$288.15
		Toowoomba (QLD)	\$286.15
		Thursday Island (QLD)	\$400.15
		Townsville (QLD)	\$285.15
		Wagga Wagga (NSW)	\$296.15
		Wangaratta (VIC)	\$300.15
		Weipa (QLD)	\$332.15
		Whyalla (SA)	\$287.15
		Wilpena-Pound (SA)	\$335.15
		Wollongong (NSW)	\$300.15
		Wonthaggi (VIC)	\$302.15
		Yulara (NT)	\$582.15
	26.8.2	Tier 2 country centres	Per day (inclusive of accommodation, meals, and incidental expenses allowance)
		Albury (NSW)	\$265.45
		Ararat (VIC)	\$265.45
		Ayr (QLD)	\$265.45
		Bairnsdale (VIC)	\$265.45
		Ceduna (SA)	\$265.45
		Charters Towers (QLD)	\$265.45
		Cooma (NSW)	\$265.45
		Cowra (NSW)	\$265.45
		Echuca (VIC)	\$265.45
		Goulburn (NSW)	\$265.45
		Grafton (NSW)	\$265.45
		Gunnedah (NSW)	\$265.45
		Hamilton (VIC)	\$265.45
		Innisfail (QLD)	\$265.45
		Inverell (NSW)	\$265.45
		Kadina (SA)	\$265.45
		Kingaroy (QLD)	\$265.45
		Maryborough (QLD)	\$265.45
		Mildura (VIC)	\$265.45
		Nambour (QLD)	\$265.45
		Naracoorte (SA)	\$265.45
		Narrabri (NSW)	\$265.45

		Port Augusta (SA)	\$265.45
		Portland (VIC)	\$265.45
		Renmark (SA)	\$265.45
		Sale (VIC)	\$265.45
		Seymour (VIC)	\$265.45
		Tamworth (NSW)	\$265.45
		Taree (NSW)	\$265.45
		Tumut (NSW)	\$265.45
		Warrnambool (VIC)	\$265.45
		Wodonga (VIC)	\$265.45
	26.8.2	Other country centres	\$249.45
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$21.30
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$21.30
4		Camping allowance	Per night
	34.2.1	Established camp	\$35.90
	34.2.2	Non- established camp	\$47.45
		Additional allowance for staff who camp in excess of 40 nights per year	\$11.40
5	35.2	Composite allowance (per day)	\$171.20
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	78.0
	36.3	Casual rate (40% of official business rate)	31.2
		Motorcycle allowance (50% of the official business rate)	39.0
	36.7	Towing trailer or horse float (13% of the official business rate)	10.14
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$35.60
	38.3	Bedding and sleeping bag	\$5.95
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$2,271 pa

	39.2.2	- Grade B	\$3,013 pa
	39.2.3	- Grade C	\$4,023 pa
		Without dependants	
	39.2.1	- Grade A	\$1,586 pa
	39.2.2	- Grade B	\$2,041 pa
	39.2.3	- Grade C	\$2,818 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$56.00
		Other transport - with dependants	Actual reasonable expenses in excess of \$56.00 and up to \$375.05
		Other transport - without dependants	Actual reasonable expenses in excess of \$56.00 and up to \$185.25
		Rail travel	Actual rail fare less \$56.00
10	41	Insurance cover	Up to \$1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$1,036 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2022)	\$1.06 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2022)	\$22.80 per hour
15	46.1	Uniforms, protective clothing, and laundry allowance	\$5.40 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$732 pa
		- Carport allowance	\$162 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2022)	Per annum
		- Base Level Rate	\$1,519 pa
		- Higher Level Rate	\$2,285 pa

18	51.1	First aid allowance (effective fpp on or after 1 July 2022)	Per annum
		- Holders of basic qualifications	\$979 pa
		- Holders of current occupational first aid certificate	\$1,470 pa
19	94.1	Overtime meal allowances	Effective 1 July 2022
		Breakfast	\$33.25
		Lunch	\$33.25
		Dinner	\$33.25
		Supper	\$12.40

Effective 1 July 2021

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$29.20
	29.1.2	Dinner	\$56.00
	29.1.3	Lunch	\$32.85
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$26.15
	29.1.2	Dinner	\$51.50
	29.1.3	Lunch	\$29.85
2		Travelling allowances	
	26.8.2	Capital cities	Per day (inclusive of accommodation, meals, and incidental expenses allowance)
		Adelaide	\$295.65
		Brisbane	\$313.65
		Canberra	\$306.65
		Darwin	\$358.65
		Hobart	\$285.65
		Melbourne	\$311.65
		Perth	\$318.65
		Sydney	\$336.65

	26.8.2	High cost country centres	Per day (inclusive of accommodation, meals, and incidental expenses allowance)
		Albany (WA)	\$317.65
		Alice Springs (NT)	\$288.65
		Armidale (NSW)	\$ 285.65
		Ballarat (VIC)	\$292.65
		Bathurst (NSW)	\$279.65
		Bega (NSW)	\$283.65
		Benalla (VIC)	\$280.65
		Bendigo (VIC)	\$278.65
		Bordertown (SA)	\$287.65
		Bourke (NSW)	\$303.65
		Bright (VIC)	\$305.65
		Broken Hill (NSW)	\$290.65
		Broome (WA)	\$358.65
		Bunbury (WA)	\$293.65
		Burnie (TAS)	\$302.65
		Cairns (QLD)	\$301.65
		Carnarvon (WA)	\$294.65
		Castlemaine (VIC)	\$284.65
		Chinchilla (QLD)	\$281.65
		Christmas Island (WA)	\$336.65
		Cobar (NSW)	\$282.65
		Cocos (Keeling) Islands (WA)	\$469.65
		Coffs Harbour (NSW)	\$286.65
		Colac (VIC)	\$276.65
		Dalby (QLD)	\$315.65
		Dampier (WA)	\$313.65
		Derby (WA)	\$308.65
		Devonport (TAS)	\$296.65
		Emerald (QLD)	\$294.65
		Esperance (WA)	\$300.65
		Exmouth (WA)	\$328.65
		Geraldton (WA)	\$303.65
		Gladstone (QLD)	\$293.65
		Gold Coast (QLD)	\$347.65
		Gosford (NSW)	\$283.65
		Halls Creek (WA)	\$308.65
		Hervey Bay (QLD)	\$295.65
		Horn Island (QLD)	\$338.65
		Horsham (VIC)	\$292.65

	Jabiru (NT)	\$354.65
	Kalgoorlie (WA)	\$310.65
	Karratha (WA)	\$353.65
	Katherine (NT)	\$296.65
	Kununurra (WA)	\$342.65
	Launceston (TAS)	\$279.65
	Lismore (NSW)	\$282.65
	Mackay (QLD)	\$299.65
	Maitland (NSW)	\$293.65
	Mount Gambier (SA)	\$278.65
	Mount Isa (QLD)	\$306.65
	Mudgee (NSW)	\$297.65
	Muswellbrook (NSW)	\$295.65
	Newcastle (NSW)	\$323.65
	Newman (WA)	\$308.65
	Nhulunbuy (NT)	\$368.65
	Norfolk Island (NSW)	\$328.65
	Northam (WA)	\$283.65
	Nowra (NSW)	\$284.65
	Orange (NSW)	\$294.65
	Port Hedland (WA)	\$313.65
	Port Lincoln (SA)	\$308.65
	Port Macquarie (NSW)	\$308.65
	Port Pirie (SA)	\$288.65
	Queanbeyan (NSW)	\$277.65
	Queenstown (TAS)	\$274.65
	Roma (QLD)	\$280.65
	Shepparton (VIC)	\$288.65
	Swan Hill (VIC)	\$274.65
	Tennant Creek (NT)	\$284.65
	Toowoomba (QLD)	\$282.65
	Thursday Island (QLD)	\$338.65
	Townsville (QLD)	\$281.65
	Wagga Wagga (NSW)	\$290.65
	Wangaratta (VIC)	\$282.65
	Weipa (QLD)	\$276.65
	Whyalla (SA)	\$283.65
	Wilpena-Pound (SA)	\$331.65
	Wollongong (NSW)	\$293.65
	Wonthaggi (VIC)	\$290.65
	Yulara (NT)	\$578.65

	26.8.2	Tier 2 country centres	Per day (inclusive of accommodation, meals, and incidental expenses allowance)
		Albury (NSW)	\$262.10
		Ararat (VIC)	\$262.10
		Ayr (QLD)	\$262.10
		Bairnsdale (VIC)	\$262.10
		Bundaberg (QLD)	\$262.10
		Ceduna (SA)	\$262.10
		Charters Towers (QLD)	\$262.10
		Cooma (NSW)	\$262.10
		Cowra (NSW)	\$262.10
		Dubbo (NSW)	\$262.10
		Echuca (VIC)	\$262.10
		Geelong (VIC)	\$262.10
		Goulburn (NSW)	\$262.10
		Grafton (NSW)	\$262.10
		Griffith (NSW)	\$262.10
		Gunnedah (NSW)	\$262.10
		Hamilton (VIC)	\$262.10
		Innisfail (QLD)	\$262.10
		Inverell (NSW)	\$262.10
		Kadina (SA)	\$262.10
		Kingaroy (QLD)	\$262.10
		Maryborough (QLD)	\$262.10
		Mildura (VIC)	\$262.10
		Naracoorte (SA)	\$262.10
		Narrabri (NSW)	\$262.10
		Port Augusta (SA)	\$262.10
		Portland (VIC)	\$262.10
		Renmark (SA)	\$262.10
		Rockhampton (QLD)	\$262.10
		Sale (VIC)	\$262.10
		Seymour (VIC)	\$262.10
		Tamworth (NSW)	\$262.10
		Taree (NSW)	\$262.10
		Tumut (NSW)	\$262.10
		Warrnambool (VIC)	\$262.10
		Wodonga (VIC)	\$262.10
	26.8.2	Other country centres	\$246.10
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$20.60

	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$20.60
4		Camping allowance	Per night
	34.2.1	Established camp	\$34.40
	34.2.2	Non- established camp	\$45.45
		Additional allowance for staff who camp in excess of 40 nights per year	\$10.90
5	35.2	Composite allowance (per day)	\$164.00
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	72.0
	36.3	Casual rate (40% of official business rate)	28.8
		Motorcycle allowance (50% of the official business rate)	36.0
	36.7	Towing trailer or horse float (13% of the official business rate)	9.36
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$34.10
	38.3	Bedding and sleeping bag	\$5.70
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$2,175 pa
	39.2.2	- Grade B	\$2,886 pa
	39.2.3	- Grade C	\$3,853 pa
		Without dependants	
	39.2.1	- Grade A	\$1,519 pa
	39.2.2	- Grade B	\$2,023 pa
	39.2.3	- Grade C	\$2,699 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$53.65
		Other transport - with dependants	Actual reasonable expenses in excess of \$53.65 and up to \$359.25
		Other transport - without dependants	Actual reasonable expenses in excess of \$53.65 and up to \$177.45

		Rail travel	Actual rail fare less \$53.65
10	41	Insurance cover	Up to \$1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$992 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2021)	\$1.02 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2021)	\$22.20per hour
15	46.1	Uniforms, protective clothing, and laundry allowance	\$5.15 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$701 pa
		- Carport allowance	\$155 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2021)	Per annum
		- Base Level Rate	\$1,482 pa
		- Higher Level Rate	\$2,229 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2021)	Per annum
		- Holders of basic qualifications	\$955 pa
		- Holders of current occupational first aid certificate	\$1,434 pa
19	94.1	Overtime meal allowances	Effective 1 July 2021
		Breakfast	\$32.50
		Lunch	\$32.50
		Dinner	\$32.50
		Supper	\$11.90

J. V. MURPHY, Commissioner
D. SLOAN, Commissioner.
J. WEBSTER, Commissioner.

(1933)

SERIAL C9527

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 191047 of 2022)

Before Commissioner Sloan

8 July 2022

VARIATION

1. Delete clause 14, No Useful Work of the award published 6 May 2022 (391 I.G. 981), and insert in lieu thereof the following:

14. No Useful Work

- 14.1 This clause applies to permanent full-time employees and permanent part-time employees only.
- 14.2 Where, due to COVID-19, the employer has no useful work for employees, the employer may temporarily stand down (or partially stand down) the employees, subject to the following:

Stage 1 - Paid COVID-19 Special Leave, up to four (4) weeks

- 14.3 Subject to subclause 14.4, an employee who is stood down (or partially stood down) under subclause 14.2 shall be entitled to paid COVID-19 special leave at their salary system rate of pay for four (4) weeks or until the employer is able to provide the employee with useful work, whichever occurs first.
- 14.4 Effective from the operative date of the Award applying to the employer the amount of paid COVID-19 special leave that an employee is entitled to receive under subclause 14.3 may be absorbed by up to two (2) weeks of paid special leave already received by the employee from the employer in relation to COVID-19 since 8 April 2022.

Example:

Susan is a swimming school instructor.

Arising from a State Government Health Order, the pool where Susan works was required to close. As a result, Susan's employer was unable to provide her with useful work and provided her with two (2) weeks paid special leave in May 2022 (after 8 April 2022).

No suitable alternative duties are available, and the employer has now decided to temporarily stand Susan down.

As Susan has already received two (2) weeks paid special leave in relation to COVID-19 since 8 April 2022, she is entitled to two (2) weeks paid COVID-19 special leave (instead of four (4) weeks paid COVID-19 special leave).

- 14.5 Paid COVID-19 special leave under subclauses 14.3 and 14.4 may be taken:

- (a) in one continuous period; or

- (b) two or more separate periods.
- 14.6 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) paid COVID-19 special leave shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.
- 14.7 Employees may be recalled back to work by the employer during paid COVID-19 special leave by the giving 24 hours' notice or such shorter period of notice as may be agreed.
- 14.8 Part-time employees shall be entitled to paid COVID-19 special leave on a pro-rata basis according to the regular number of hours worked.
- 14.9 Paid COVID-19 special leave shall be regarded as service for the purposes of computing entitlements under the LG (State) Award. Paid COVID-19 special leave shall also be regarded as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.
2. This variation shall take effect on and from 8 July 2022.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA22/04 - Midcoast Council Water Services Enterprise Agreement 2022

Made Between: MidCoast Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch); Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA20/03

Approval and Commencement Date: Approved 14 September 2022 and commenced 24 May 2022.

Description of Employees: The agreement applies to all employees (excluding the General Manager and Senior Staff) employed by the MidCoast Council, who were covered by the MidCoast County Council Enterprise Agreement 2019 immediately prior to the commencement of this Agreement, who fall within the coverage of the Local Government (State) Award 2020.

Nominal Term: 36 Months.

EA22/05 - Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025

Made Between: Riverina Water County Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Electrical Trades Union of Australia, New South Wales Branch; The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: New

Approval and Commencement Date: Approved and commenced 30 September 2022

Description of Employees: The agreement applies to all employees employed by the Riverina Water County Council, located at 91 Hammond Avenue, Wagga Wagga, New South Wales, except the General Manager and Senior Executive Staff (subject to any legislative change impacting senior executive staff), who fall within the coverage of the Local Government (State) Award 2020.

Nominal Term: 33 Months.

EA22/06 - NSW National Parks and Wildlife Service Flight Operations Enterprise Agreement 2022

Made Between: Industrial Relations Secretary on behalf of Department of Planning, Industry and the Environment, National Parks and Wildlife Service -&- The Australian Workers' Union, New South Wales Branch.

New/Variation: Replaces EA21/10

Approval and Commencement Date: Approved 30 September 2022 and commenced 1 July 2022.

Description of Employees: The agreement applies to all employees employed by the Office of Environment and Heritage in the National Parks and Wildlife Service Flight Operations Unit, under the provision of the Government Sector Employment Act 2013.

Nominal Term: 12 Months.

Printed by the authority of the Industrial Registrar.