



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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

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Vol. 391, Part 5

8 April 2022

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## **CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(Case No. 208441 of 2021)

Before Chief Commissioner Constant

29 July 2021

### **AWARD**

### **PART A**

#### **1. Arrangement**

#### PART A

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#### PART B

#### MONETARY RATES

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#### **2. Definitions**

"Officer" means and includes all persons employed by the NSW Police Force who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in clause 3, Definitions, in the Public Health System Nurses' & Midwives' (State) Award made on 30 June 2015 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B.

### **3. Rates of Pay**

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

### **4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

4.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the NSW Police Force's convenience; and
- (c) casual employees, subject to the NSW Police Force's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Rates of Pay and Part B, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
  - (b) *Superannuation Act 1916*;
  - (c) *State Authorities Superannuation Act 1987*; or
  - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Rates of Pay and Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

## 5. Hours of Work

- 5.1 The ordinary hours of work shall be as follows:
- a. For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
  - b. For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.
- 5.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.
- 5.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.
- 5.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:
- Saturday 50%
- Sunday 75%
- 5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 5.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.
- 5.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.
- 5.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.

## 6. Overtime

- 6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.

- 6.2 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. 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.

except as provided for in subclause 6.4 of this clause:

- 6.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.
- 6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of clause 5, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

## **7. Travelling Time**

- 7.1 The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.
- 7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of clause 29, Excess Travelling Time, and clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

## **8. Leave in Lieu of Overtime**

- 8.1 An officer who, with the approval of the NSW Police Force, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the NSW Police Force.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police Force leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.

- d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

### 9. Part-Time Employment

- 9.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.
- 9.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.
- 9.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.
- 9.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.
- 9.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

### 10. Casual Employment

- 10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.
- 10.2 The hourly rate for a casual officer shall be calculated on the following basis:
- $$\frac{\text{appropriate weekly rate}}{38} \quad + 10\%$$
- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.
- 10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

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



### 10.8 Personal Carers Entitlement for Casual Officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (b).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
  - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

### 10.9 Bereavement entitlements for casual officer

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

## 11. Public Holidays

- 11.1 Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.
- 11.2 Such payment shall 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.

## 12. Annual Leave

- 12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.

- 12.2 In addition to the leave prescribed in subclause 12.1, of this clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public holidays during the qualifying period of employment for annual leave Additional purposes	Annual Leave
4 to 10 days	1 day
11 to 17 days	2 days
18 to 24 days	3 days
25 to 31 days	4 days
32 or more days	5 days

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

- 12.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 12.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.
- 12.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

### 13. Leave Generally

- 13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of clause 12, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 6.1 of clause 6, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.
- 13.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 5.1 of clause 5, Hours of Work.
- 13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

### 14. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of officers.

### 15. Productivity Measures

- 15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.
- 15.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police Force.

- 15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

### **16. Clothing Allowance**

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

### **17. Disputes/Grievance Settlement Procedure**

- 17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 17.2 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 17.3 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.
- 17.4 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- (a) Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
  - (b) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Association delegate or workplace representative and the supervising officer.
  - (c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
  - (d) The matter will only be referred to the Industrial Relations Commission if:
    - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
    - (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 17.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.
- 17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.

### **18. Anti-Discrimination**

- 18.1 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 and age.

- 18.2 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 term or operation, has a direct or indirect discriminatory effect.
- 18.3 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.
- 18.4 Nothing in this clause is to be taken to affect:
- a. any conduct or act which is specifically exempted from anti-discrimination legislation;
  - b. offering or providing junior rates of pay to persons under 21 years of age;
  - c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- a. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - b. Section 56 (d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **19. Other Conditions of Employment**

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

### **20. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

### **21. Area, Incidence and Duration**

- 21.1 This Award shall apply to Nurses employed by NSW Police Force.
- 21.2 This Award shall operate from 1 July 2021 and shall remain in force until 30 June 2022. Remuneration increases will occur from the beginning of the first full pay period to commence on or after 1 July 2021 as shown in Column B in Tables 1 and 2 below.
- 21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award 2019, published 25 October 2019 (385 I.G. 323), as varied.
- 21.4 This Award remains in force until varied or rescinded for the period for which it was made.

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

	Column A	Column B	Column C
	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2019 2.5%	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2020 0.3%	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2021 2.04%
<b>Registered Nurse</b>	\$	\$	\$
1st Year	\$1,176.20	\$1,179.70	\$1,203.80
2nd Year	\$1,240.90	\$1,244.60	\$1,270.00
3rd Year	\$1,304.80	\$1,308.70	\$1,335.40
4th Year	\$1,373.30	\$1,377.40	\$1,405.50
5th Year	\$1,441.70	\$1,446.00	\$1,475.50
6th Year	\$1,508.70	\$1,513.20	\$1,544.10
7th Year	\$1,586.40	\$1,591.20	\$1,623.70
8th Year	\$1,652.40	\$1,657.40	\$1,691.20
<b>Clinical Nurse Specialist</b>			
1st Year and thereafter	\$1,720.00	\$1,725.20	\$1,760.40
<b>Clinical Nurse Consultant</b>			
1st Year and thereafter	\$2,114.70	\$2,121.00	\$2,164.30

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

**Table 2 – Allowances**

Item No	Clause No	Description	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2019 2.5%	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2020 0.3%	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2021 2.04%
1	2 Definitions	Team leader allowance per shift	\$28.95	\$29.05	\$29.65
2	5.7 Hours of Work	On-call allowance during a meal break	\$14.47	\$14.51	\$14.81
3	16 Clothing Allowance	Clothing allowance per week	\$7.50	\$7.50	\$7.50

N. CONSTANT, *Chief Commissioner*

## HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187556 of 2021)

Before Chief Commissioner Constant

30 July 2021

### AWARD

#### PART A

#### Arrangement

Clause No.	Subject Matter
9	Area, Incidence and Duration
2	Classifications
4	Conditions of Service
1	Definitions
6	Dispute Resolution
3	Grading Committee
8	No Extra Claims
5	Salaries
7	Savings Provision

#### PART B - MONETARY RATES

Table 1 - Salary Rates

### PART A

#### 1. Definitions

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

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

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

"Psychologist in Training" means an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for provisional registration with the Psychology Board of Australia. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the Psychology Board of Australia as a Psychologist.

"Union" means the Health Services Union NSW.

## 2. Classifications

### A. Psychologist

#### (i) Academic and Registration Requirements

A Psychologists is an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or a qualification deemed equivalent by the employer.

The Psychologist classification includes both Psychologists in Training and Psychologists who have full registration with the Psychology Board of Australia.

A Psychologist in Training shall commence at year 1 of the scale for Psychologist.

Provided that where a Psychologist has already met the criteria for full registration and has full registration with the Psychology Board of Australia, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered with the Psychology Board of Australia, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

#### (ii) Characteristics

##### (a) Tasks

Psychologists are trained in the independent application of existing treatment techniques and assessment procedures to a range of behavioural and emotional disorders.

Psychologists facilitate change in attitudes and behaviour related to health and illness, for the purpose of preventing and relieving distress or dysfunction and to promote subjective well-being and personal development.

##### (b) Judgement and Problem Solving

Psychologists evaluate psychological factors affecting maladaptive behaviour and provide individual counselling services, therapeutic interventions, group programs and case management in the areas of (but not limited to) anger management, parenting skills, stress management, social skills training, assertiveness training, mental health and problem addictions.

Psychologists undertake psychometric testing e.g., intelligence, personality and vocational, consistent with Psychology Board of Australia competencies.

##### (c) Supervision and Independence

Psychologists may work independently with clinical supervision from a more senior Psychologist.

Psychologists may provide clinical supervision to less experienced Psychologists.

Psychologists with three or more years of post-registration experience are eligible to supervise Psychologists in Training for registration purposes after having successfully undertaken the Psychology Board of Australia certified supervision workshop.

##### (d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

Psychologists may participate in psychological research and evaluation projects as required.

Psychologists may be involved in the provision of in-services to staff and students.

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

## **B. Senior Psychologist**

### **(i) Characteristics and General Features of Duties**

Employees at this classification possess a high degree of experience as a Psychologist, with breadth and depth of experience in psychological methods and the provision of psychological services. The Senior Psychologist is able to provide a psychology service with the attribute of initiative, and to exercise independent judgment.

The general duties are as detailed for Psychologist, and in addition:

- (a) clinical supervision of Psychologists;
- (b) provision of psychological assessment and interventions involving adaptive utilisation of psychological principles and methods, including evaluation where appropriate;
- (c) administrative duties, including but not limited to:
  - (1) co-ordination of clinical activities of a service; and
  - (2) significant involvement in service planning and policy.

### **(ii) Academic and Registration Requirements**

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the employer and who is registered as a psychologist with the Psychology Board of Australia.

Employees appointed at the Senior Psychologist level shall satisfy the criteria for the Psychologist classification and have completed a minimum of one year at the 9th year of service and thereafter point on the salary scale for Psychologist. Employees appointed to this classification shall demonstrate to the satisfaction of the employer by their work performed and the results achieved, together with their aptitude, abilities and other attributes, that appointment at this level is warranted on merit.

## **C. Clinical Psychologist**

### **(i) Academic and Registration Requirements**

The Clinical Psychologist is a fully registered psychologist with a Masters degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components.

Employees with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.



(ii) Characteristics

(a) Task

Clinical Psychologists are capable of undertaking all activities performed by the classifications of Psychologist and Senior Psychologist as described in the Award.

Clinical Psychologists are trained in the scientific study and application of psychological knowledge and principles for the purpose of diagnosing, understanding, preventing, treating and advising on psychopathological distress or dysfunction and to promote subjective wellbeing.

The essential tasks of Clinical Psychologists are assessment, diagnosis, case formulation and treatment of psychopathology as it is manifested (variously) in cognitive, emotional, motivational, personality and behavioural disturbances in adults, adolescents or children across a range of health care settings including outpatient, community, primary care and in-patient facilities.

Referrals appropriate to Clinical Psychologists encompass a diversity of presentations - from acute to enduring and mild to severe. Problems range from those with mainly biological causation to those emanating mainly from psychosocial factors, as well as problems of coping or adaptation to adverse circumstances that are not themselves reversible by psychological intervention e.g. physical disability, physical illness, bereavement.

(b) Judgement and Problem Solving

Clinical Psychologists exercise independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/or treatment. Chosen interventions involve the adaptive utilisation of empirically derived psychological principles.

(c) Supervision and Independence

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques, which enable Clinical Psychologists to assess and diagnose psychological problems and disorders and design and implement appropriate psychological procedures.

Clinical Psychologists work independently and receive clinical supervision from another Clinical Psychologist. Initially such supervision is provided by a more senior and experienced professional colleague but after several years' experience, Clinical Psychologists may participate in peer supervision only.

Clinical Psychologists may work in or lead a multidisciplinary team.

Clinical Psychologists are expected to provide clinical supervision to less experienced Psychologists, be involved in peer supervision and supervise postgraduate students on clinical placements.

(d) Organisational Relationships

Clinical Psychologists may conduct psychological research and evaluation projects as required.

Clinical Psychologists are involved in service planning and the formulation of policy.

Clinical Psychologists participate in the provision of in-service programs to staff and students.

Clinical Psychologists are a consultant to Psychologists and may provide peer consultancy to colleagues and other professionals within their area of expertise.

**D. Senior Clinical Psychologist****(i) Characteristics and General Features of Duties**

A Clinical Psychologist may, after not less than the completion of 12 months service at the 5th year of service and thereafter rate, make written application to the employer for progression to the classification of Senior Clinical Psychologist. The application shall comprehend, but not be limited to detailing current direct treatment responsibilities and duties discharged; together with provision of treatment consultation, supervision and training and relevant documentary support material.

The employer may also establish such positions of Senior Clinical Psychologist that it deems appropriate, from time to time.

Employees that are successful in their application for progression to Senior Clinical Psychologist shall commence on the 1st year of service rate for the classification.

Employees classified as Senior Clinical Psychologist shall discharge the duties as described for Clinical Psychologist above and in addition must demonstrate clinical expertise requiring:

- (1) higher level knowledge and experience in a specific area eg tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
- (2) developing and extending applications of assessment and treatment methods.

In addition, the employee must also discharge duties in at least one of the following areas:

- (a) Administrative duties, which may include:
  - (1) responsibility for overall service planning and policy; and
  - (2) other supra-clinical duties involving responsibility for service provision; and
  - (3) responsibility for professional functioning of Psychologists and Clinical Psychologists.
- (b) Consultation, involving
  - (1) the provision of consultation with other Psychologists or with other professional bodies and organisations (e.g. other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
  - (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.
- (c) Research and Evaluation, involving
  - (1) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
  - (2) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;

- (d) Training, involving
  - (1) the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills;
  - (2) contributing to training for supervisors of psychological services; and
  - (3) developing and implementing training programs.

#### **E. Principal Psychologist**

##### **(i) Characteristics and General Features of Duties**

Appointment to this classification shall be through competitive selection and assessment on the basis of merit to fill an advertised vacancy; personal progression of an employee is not available for appointment to this level.

It is envisaged appointments to this level would be made from Senior Clinical Psychologists that have substantial knowledge, skills and experience at that level; be able to demonstrate significant expertise in the delivery of psychological services; and is a recognised leader in their clinical field and has contributed to the body of psychological knowledge, and/ or the development and education of psychologists within the field.

Clinical and other duties shall be as detailed above for Senior Clinical Psychologist, and in addition one or more of the following:

- (a) Administrative and policy duties, which may include:
  - (1) providing advice to Health Services and/or liaising between different Health Services on the development and provision of psychological services;
  - (2) acting as a Senior Consultant for government or other agencies; and
  - (3) providing policy advice on human and psychological services at Ministerial level;
- (b) Psychological research of a significant nature and demonstrating ongoing involvement, which may include:
  - (1) a significant number of research publications with the Principal Psychologist as primary author, and which have been published in respected peer reviewed journals. It would be expected that a significant proportion of these publications had been achieved since attaining specialist qualifications; and
  - (2) presentation of papers, which may include psychological research or issues of clinical development, at major professional conferences and seminars;
- (c) Teaching duties of a significant nature, which may include:
  - (1) having a university appointment that includes active involvement in the teaching of psychology at the postgraduate level, and may also include teaching of undergraduates; and
  - (2) teaching specialised clinical skills to other psychologists and/ or students;
- (d) Advisory, with the Principal Psychologist:
  - (1) operating in a senior advisory role to the Health Service and developing systems to ensure a high level of professional functioning of psychologists in that Health Service, such as organising regular continued professional development for Psychologists, maintaining and

enhancing professional ethics and conduct, supporting NSW Ministry of Health objectives via evidence based methods and evaluation; and

- (2) teaching specialised clinical skills to other psychologists and/ or students.

### **3. Grading Committee**

A grading committee will be established on a needs basis for the specific purpose of considering applications made by employees for progression and/or regrading within the classifications of the Award. Where an employee believes that their position is inappropriately graded the application must demonstrate that the applicant meets the requirements of and is required to work at the level as described for the grading being sought.

The committee shall consist of at least three members, a majority of which must be Psychologists of an equivalent or higher grading than that sought by the applicant. In applications for regrading to Senior Clinical Psychologist there must be a Psychologist representative from another Health Service. The committee will be established via consultation between the Union and the Health Service.

The committee will receive the written application addressing the relevant criteria of the classification by the applicant and review its contents prior to proceeding to an interview of the applicant.

The committee shall record its decision and reasoning and make its recommendation to the Chief Executive of the Health Service or their nominated representative.

### **4. Conditions of Service**

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, 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 2019, as varied or replaced from time to time, shall also apply to all relevant employees.

### **5. Salaries**

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

### **6. Dispute Resolution**

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply.

### **7. Savings Provision**

Employees classified as Clinical Psychologists as at 5 March 2009 are to retain that classification while they remain in the position they held as at that date.

Subject to satisfactory performance, employees who, as at 27 January 2009, were employed as Psychologists and were enrolled or accepted for enrolment in a post graduate qualification as described at subclause (i) of Part C of Clause 2, Classifications, of this Award, shall be reclassified as Clinical Psychologist on successful completion of that qualification.

### **8. No Extra Claims**

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

**9. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. The rates in the last column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2021.
- (ii) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award 2019 published 1 November 2019 (385 I.G. 549) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

**PART B - MONETARY RATES****Table 1 - Salary Rates**

<b>Classification</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$ per annum</b>	<b>Rate from ffppoa 01/07/2021 \$ per annum</b>
<b>Psychologists</b>		
<b>Psychologist</b>		
1st year of service	68,093	69,482
2nd year of service	71,776	73,240
3rd year of service	75,455	76,994
4th year of service	80,055	81,688
5th year of service	84,657	86,384
6th year of service	89,258	91,079
7th year of service	93,859	95,774
8th year of service	97,542	99,532
9th year of service and thereafter	101,217	103,282
<b>Senior</b>		
1st year of service	106,740	108,917
2nd year of service	111,344	113,615
3rd year of service and thereafter	115,943	118,308
<b>Clinical</b>		
1st year of service	97,543	99,533
2nd year of service	103,058	105,160
3rd year of service	108,582	110,797
4th year of service	114,105	116,433
5th year of service and thereafter	119,623	122,063
<b>Senior Clinical</b>		
1st year of service	125,146	127,699
2nd year of service	128,825	131,453
3rd year of service and thereafter	132,507	135,210
<b>Principal Clinical</b>		
1st year of service and thereafter	150,910	153,989
<b>Part-time Psychologists</b>		
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))		

<b>Psychologist</b>		
Part-Time Psychologist (per hour)	51.00	52.04
(Formula: 5th year rate ÷ 52.17857 ÷ 35 + 10%)		
<b>Clinical Psychologist</b>		
Part-Time Clinical Psychologist (per hour)	65.40	66.73
(Formula: 3rd year rate ÷ 52.17857 ÷ 35 + 10%)		
<b>Senior Clinical Psychologist</b>		
Part-Time Senior Clinical Psychologist (per hour)	77.60	79.18
(Formula: 2nd year rate ÷ 52.17857 ÷ 35 + 10%)		

N. CONSTANT, *Chief Commissioner*

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**HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 185431 of 2021)

Before Chief Commissioner Constant

30 July 2021

**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 2019, 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 2019, 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 2019, 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*, 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 2022 by a party to this Award.

#### 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.



- (ii) This Award rescinds and replaces the *Health Employees Computer Staff (State) Award 2019* published 1 November 2019 (385 I.G. 583) 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 prior to ffppoa 01/07/2021 \$ per annum	Rate ffppoa 01-Jul-2021 \$ per annum
<b>Computer Manager</b>		
<b>Grade 1</b>		
1st Year	101,604	103,677
2nd Year	104,659	106,794
3rd Year	108,230	110,438
4th Year	111,269	113,539
5th Year	115,320	117,673
6th Year and Thereafter	118,376	120,791
<b>Grade 2</b>		
1st Year	115,320	117,673
2nd Year	118,376	120,791
3rd Year	124,516	127,056
4th Year and Thereafter	130,624	133,289
<b>Analyst</b>		
1st Year	83,233	84,931
2nd Year	85,836	87,587
3rd Year	89,303	91,125
4th Year	91,887	93,761
5th Year	95,050	96,989
6th Year and Thereafter	97,623	99,615
<b>Senior Analyst</b>		
1st Year	101,604	103,677
2nd Year	104,659	106,794
3rd Year	108,230	110,438
4th Year	111,269	113,539
5th Year	115,320	117,673
6th Year and Thereafter	118,376	120,791
<b>Programmers</b>		
<b>Trainee</b>		
1st Year	47,983	48,962
2nd Year	49,371	50,378
3rd Year	51,304	52,351
4th Year	52,602	53,675
5th Year	53,908	55,008
6th Year	55,770	56,908
7th Year	57,724	58,902
8th Year	59,726	60,944
9th Year and Thereafter	63,379	64,672
<b>Programmer</b>		
1st Year	66,923	68,288
2nd Year	70,844	72,289
3rd Year	75,270	76,806

4th Year	83,233	84,931
5th Year	89,303	91,125
6th Year and Thereafter	91,887	93,761
<b>Supervisor</b>		
1st Year	95,050	96,989
2nd Year	97,624	99,616
3rd Year	101,604	103,677
4th Year and Thereafter	104,659	106,794
<b>Computer Operator</b>		
<b>Grade 1</b>		
1st Year	49,371	50,378
2nd Year	51,304	52,351
3rd Year	52,602	53,675
4th Year and Thereafter	53,908	55,008
<b>Grade 2</b>		
1st Year	55,770	56,908
2nd Year	57,724	58,902
3rd Year and Thereafter	59,726	60,944
<b>Senior</b>		
<b>Grade 1</b>		
1st Year	63,379	64,672
2nd Year	64,942	66,267
3rd Year	66,923	68,288
4th Year and Thereafter	68,580	69,979
<b>Grade 2</b>		
1st Year	70,844	72,289
2nd Year	72,584	74,065
3rd Year	75,270	76,806
4th Year and Thereafter	77,354	78,932
<b>Field Implementation Officer</b>		
1st Year	70,844	72,289
2nd Year	72,584	74,065
3rd Year	75,270	76,806
4th Year and Thereafter	77,354	78,932
<b>Network Analyst</b>		
1st Year	73,894	75,401
2nd Year and Thereafter	76,182	77,736

N. CONSTANT, *Chief Commissioner*

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**HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD 2021**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187651 of 2021)

Before Chief Commissioner Constant

22 July 2021

**AWARD****Arrangement**

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

**1. Definitions**

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

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

"Ministry" means the Ministry of Health.

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

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

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

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

"Union" means Health Services Union NSW.

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

## **2. Conditions of Service**

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, 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 2019, as varied or replaced from time to time, shall also apply to all relevant employees.

## **3. Salaries**

Full time Dental Officer employees shall be paid the salaries in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

## **4. Classifications**

### **4.1 Dental Officer Level 1**

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

### **4.2 Dental Officer Level 2**

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

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

#### **4.3 Dental Officer Level 3 - Senior Dentist**

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

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

- (a) This level is only achieved by appointment. Level 4 Dental Officers will have the competencies of a level 3 Dental Officer plus additional areas of expertise. They may have a clinical, education or management focus or may have elements of all three features. Current grade 5 Dental Officers will go to level 4 on transition to the new structure.
- (b) In recognition of their superior clinical expertise, a clinician at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of clinical specialty. The level 4 Dental Officer also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone.
- (c) Staff at level 4 deliver and/or manage and direct the delivery of services in a complex clinical setting. They perform novel, complex or critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

- (d) Dental officers at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.
- (e) Roles that may be undertaken at level 4 include, but are not limited to, the following:

#### **Level 4 - Clinical Stream**

Level 4 Dental Officers are experienced dentists who are:

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

#### **Level 4 - Management Stream**

Level 4 Dental Officers may be appointed as:

- (i) Department Head - responsible for operational co-ordination of staffing and related clinical services and may work across a geographic region, zone or clinical network. Department Heads may also be required to maintain a clinical load.
- (ii) Unit Head or Team Leader- responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other dental officers and support staff as well as a clinical load.

#### **4.5 Dental Officer Levels 1 - 3 Management Allowances**

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

#### **4.6 Specialists**

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

#### **4.7 Hospital Specialist**

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

#### **4.8 Senior Clinical Specialist**

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

#### **4.9 Specialist - Management Allowance**

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

#### **4.10 Area Directors of Oral Health Clinical Services**

- (a) Positions at this level lead, direct and co-ordinate all public sector oral health services within a Local Health District(s). They have significant responsibility for the human physical and financial resources under their control. Positions at this level will also make a major contribution towards the development and achievement of the strategic directions of the Area.
- (b) The position exercises a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources. It will also make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients

and the organisation from the practice of other dental officers and staff. The position makes strategic management and service development decisions.

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

(e) **Area Director of Oral Health Clinical Services - Level 1**

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

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

(f) **Area Director of Oral Health Clinical Services - Level 2**

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

- (i) does not have a dental teaching hospital,
- (ii) has a Rural and Regional Centre of Oral Health and/or
- (iii) a dental clinical school.

(g) **Area Director of Oral Health Clinical Services - Level 3**

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

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



### 5. Transition Arrangements

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

### 6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

### 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Dental Officers (State) Award 2019 published 6 March 2020 (386 I.G. 1109) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in the *Health Services Act 1997*, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

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## HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187852 of 2021)

Before Chief Commissioner Constant

22 July 2021

### AWARD

#### 1. Arrangement

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

#### 2. Definitions

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

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

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

"Industrial Committee" means the Public Health Employees (State) Industrial Committee.

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

"Ministry" means the Ministry of Health.

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

"Union" means the Health Services Union NSW.

#### 3. Classifications

##### 3.1 Dental Technician

- (a) Trainee Dental Technician means a person appointed as such who is undertaking the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.

- (b) Dental Technician Level 1 means a person appointed as such who has successfully completed the Diploma of Dental Technology conducted by NSW TAFE or an equivalent course in Dental Technology.
- (c) Dental Technician Level 2 means a dental technician who fulfils the following criteria:
- (i) having at least 3 years' experience as a registered dental technician; and
  - (ii)
    - (a) successful completion of the first year of the Dental Prosthetics course conducted by NSW TAFE; or
    - (b) having qualifications deemed by the Ministry to be equivalent to the first year of the Dental Prosthetics course; and
  - (iii) demonstrating skills in excess of those required of a Dental Technician Grade 1; and
  - (iv) being proficient in, and spending the major part of their time engaged in, one or more of the following areas of work:
    - orthodontic appliances;
    - cast metal denture techniques;
    - crown and bridge;
    - osseo-integrated implant technology;
    - maxillo facial and complicated prosthetics, including over-dentures, oburators, precision attachments and magnets, occlusal splints, complete and partial dentures requiring complicated (that is crossbite, class II and class III jaw relationship) tooth arrangements in balanced occlusion.
- (d) Dental Technician Level 3 means a dental technician who fulfils the following criteria:
- (i) having at least 6 years' experience as a registered dental technician and maintains relevant registration; and
  - (ii) successfully completed qualifications deemed by the Employer to be equivalent to the Advance Diploma of Dental Prosthetics (these may include qualifications in ceramics, orthodontics, implants, crowns etc). Equivalency is to be assessed based upon the hours of study undertaken and the complexity of the course work; and
  - (iii) show a high level of competency in the exercise of all the skills of the recognised training in accordance with the position requirements.
- (e) Senior Dental Technician Level 4 means a dental technician appointed to such a position and who undertakes the following duties/or role:
- (i) meets all the requirements of a Dental Technician Level 3; and
  - (ii) manages a section/unit, which includes the responsibility of supervising the work and activities of other dental technicians/prosthetists.
- (f) Specialised Dental Technician Level 5 means a dental technician appointed to such a position and who undertakes most of the following duties/role:

- (i) master or highly skilled technician with technical skills and proficiency above that which would be expected of a fully proficient level 3;
- (ii) specialist in an area of their profession and relied on for advice in this field;
- (iii) undertakes complex independent scientific, technical or specialist work and analysis;
- (iv) contributes to the development of standards relating to the sector, program or profession;
- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental technicians. (Such services provided on a Local Health District(s)-wide basis would be managed by a technician at level 4.)

### 3.2 Dental Prosthetist

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

- (v) develops technical or professional standards for the organisation;
- (vi) provides professional leadership, education and development of staff in area of professional expertise;
- (vii) routinely advises senior levels of the organisation on technical issues and solutions within a functional area; and
- (viii) manages complex and significant state-wide, in-house services provided by dental prosthetists (such services provided on an Area-wide basis would be managed by a prosthetist at level 2.)

#### **4. Transition Arrangements**

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

#### **5. Previous Industry Service**

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

#### **6. Salaries and Allowances**

Full time Dental Prosthetist and Dental Technician employees shall be paid the salaries and allowances as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

#### **7. Conditions of Service**

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, 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 2019, as varied or replaced from time to time, shall also apply to all relevant employees.

### **8. Grading and Classification of Officers**

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

### **9. No Extra Claims**

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

### **10. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Dental Prosthetists and Dental Technicians (State) Award 2019 as published 20 March 2020 (387 I.G. 40) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittees.

N. CONSTANT, *Chief Commissioner*

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**HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187822 of 2021)

Before Chief Commissioner Constant

30 July 2021

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

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
4	Conditions of Service
1	Definitions
5	Dispute Resolution
3	Grading Committee
7	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:

"Assistant Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as assistant engineers in public hospitals at the operative date of this Award shall be deemed to hold qualifications to the level required by this Award.

"Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as engineers in public hospitals at the operative date of this Award shall be deemed to hold qualifications to the level required by this Award.

"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

"Maintenance Supervisor (Tradesperson)" means a person appointed as such to an established position as approved by the employer and:

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

"Union" means the Health Services Union NSW.

## 2. Salaries

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

## 3. Grading Committee

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



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

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

#### **4. Conditions of Service**

- (i) The Health Employees Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply to all persons covered by this Award.

Provided that Clause 9, Overtime, of that Award shall not apply to an employee covered by this Award who is:

- (a) classified as Engineer, Grade 7; or
- (b) paid an allowance because he acts in the capacity of a group engineer or regional engineer; or
- (c) who, following 13 November 1997, is reclassified to a higher grade because he acts in the capacity of a group engineer or regional engineer;

and the salary rates of engineers not so entitled to overtime shall be deemed to cover all incidents of employment.

- (ii) In addition, the Health Industry Status of Employment (State) Award 2019, 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 2019, 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*, 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 2022 by a party to this Award.

**8. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the *Health Employees' Engineers (State) Award 2019* published 1 November 2019 (385 I.G. 647) 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**

<b>Classification</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>
<b>Engineer</b>		
<b>Assistant</b>		
Grade 1	1,440.19	1,469.57
Grade 2	1,544.11	1,575.61
Grade 3	1,646.74	1,680.33
Grade 4	1,750.21	1,785.91
Grade 5	1,904.81	1,943.67
Grade 6	2,059.30	2,101.31
<b>Engineer</b>		
Grade 1	1,440.19	1,469.57
Grade 2	1,544.11	1,575.61

Grade 3	1,646.74	1,680.33
Grade 4	1,750.21	1,785.91
Grade 5	1,904.81	1,943.67
Grade 6	2,059.30	2,101.31
Grade 7	2,393.13	2,441.95
<b>Maintenance Supervisor (Tradesperson)</b>		
Grade 1	1,290.26	1,316.58
Grade 2	1,389.62	1,417.97

N. CONSTANT, *Chief Commissioner*

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## HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186195 of 2021)

Before Chief Commissioner Constant

30 July 2021

### 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 2019, 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 2019, 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 2019, 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, 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 2021 by a party to this Award.

#### 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.

- (ii) This Award rescinds and replaces the Health Employees General Administrative Staff (State) Award 2019 published 1 November 2019 (385 I.G. 652) 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 prior to ffppoa 01/07/2021 \$ per week	Rate from ffppoa 01/07/2021 \$ per week
<b>General Administrative</b>		
Grade 1	1,071.69	1,093.55
Grade 2	1,114.98	1,137.73
Grade 3	1,154.10	1,177.64
Grade 4	1,193.20	1,217.54
Grade 5	1,213.62	1,238.38
Grade 6	1,253.15	1,278.71
Grade 7	1,296.05	1,322.49
Grade 8	1,370.23	1,398.18
Grade 9	1,494.67	1,525.16
Grade 10	1,542.41	1,573.88
Grade 11	1,619.76	1,652.80
Grade 12	1,733.03	1,768.38
Grade 13	1,858.01	1,895.91
Grade 14 and Thereafter	1,976.25	2,016.57
<b>Special Grade</b>		
Special Grade - R.P.A. - Services Manager	2,040.95	2,082.59
Special Grade - R.P.A. - Supply Manager	2,468.06	2,518.41

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186177 of 2021)

Before Chief Commissioner Constant

30 July 2021

**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 2019, 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 2019, 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 2019, 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, 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 2022 by a party to this Award.

### 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the Health Employees' Interpreters' (State) Award 2019 published 1 November 2019 (385 I.G. 655) 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 prior to ffppoa 01/07/2021 \$ per annum	Rate from ffppoa 01/07/2021 \$ per annum
<b>Interpreter</b>		
<b>Grade 1</b>		
1st Year	48,471	49,460
2nd Year	49,824	50,840
3rd Year	51,852	52,910
4th Year	53,195	54,280
<b>Grade 2</b>		
1st Year	58,247	59,435
2nd Year	60,008	61,232
3rd Year	61,536	62,791
4th Year	63,124	64,412
5th Year	64,692	66,012

<b>Grade 3</b>		
1st Year	67,579	68,958
2nd Year	69,326	70,740
3rd Year	71,572	73,032
4th Year	73,390	74,887
<b>Co-ordinator Interpreter Services</b>		
1st Year	80,350	81,989
2nd Year	83,640	85,346
3rd Year	86,570	88,336
4th Year	90,768	92,620

N. CONSTANT, *Chief Commissioner*

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## HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186231 of 2021)

Before Chief Commissioner Constant

30 July 2021

### 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 Radiographers) 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.

OR

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 2019, 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 2019, 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 2019, 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*, 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 2022 by a party to this Award.

## 7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the Health Employees' Medical Radiation Scientists (State) Award 2019 published on 24 January 2020 (386 I.G. 155) 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**

<b>Classification</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>
<b>Radiographer</b>		
<b>Level 1 (35hrs)</b>		
Year 1	1,235.60	1,260.80
<b>Level 2 (35hrs)</b>		
Year 1	1,281.80	1,307.90
Year 2	1,454.00	1,483.70
Year 3	1,653.40	1,687.10
Year 4	1,733.90	1,769.30
Year 5	1,789.90	1,826.40
<b>Level 3 (35hrs)</b>		
Grade 1 - Year 1	1,925.40	1,964.70
Grade 1 - Year 2	1,989.70	2,030.30
Grade 2 - Year 1	2,045.00	2,086.70
Grade 2 - Year 2	2,269.10	2,315.40
Grade 3 - Year 1	2,332.20	2,379.80
<b>Level 4 (35hrs)</b>		
Grade 1 - Year 1	2,332.20	2,379.80
Grade 1 - Year 2	2,411.30	2,460.50
Grade 2 - Year 1	2,484.60	2,535.30
Grade 2 - Year 2	2,547.10	2,599.10
<b>Level 5 (35hrs)</b>		
Year 1	2,729.00	2,784.70
Year 2	2,797.10	2,854.20
Year 3	2,940.80	3,000.80
<b>Level 6 (35hrs)</b>		
Year 1	3,012.10	3,073.50
Year 2	3,082.50	3,145.40
Year 3	3,153.60	3,217.90
<b>Nuclear Medicine Technologist</b>		
<b>Level 1 (38hrs)</b>		
Year 1	1,235.60	1,260.80
<b>Level 2 (38hrs)</b>		
Year 1	1,281.80	1,307.90
Year 2	1,454.00	1,483.70
Year 3	1,653.40	1,687.10
Year 4	1,733.90	1,769.30
Year 5	1,789.90	1,826.40
<b>Level 3 (38hrs)</b>		
Grade 1 - Year 1	1,925.40	1,964.70
Grade 1 - Year 2	1,989.70	2,030.30
Grade 2 - Year 1	2,045.00	2,086.70
Grade 2 - Year 2	2,269.10	2,315.40
Grade 3 - Year 1	2,332.20	2,379.80

<b>Level 4 (38hrs)</b>		
Grade 1 - Year 1	2,332.20	2,379.80
Grade 1 - Year 2	2,411.30	2,460.50
Grade 2 - Year 1	2,484.60	2,535.30
Grade 2 - Year 2	2,547.10	2,599.10
<b>Level 5 (38hrs)</b>		
Year 1	2,729.00	2,784.70
Year 2	2,797.10	2,854.20
Year 3	2,940.80	3,000.80
<b>Level 6 (38hrs)</b>		
Year 1	3,012.10	3,073.50
Year 2	3,082.50	3,145.40
Year 3	3,153.60	3,217.90
<b>Radiation Therapist</b>		
<b>Level 1 (35hrs)</b>		
Year 1	1,235.60	1,260.80
<b>Level 2 (35hrs)</b>		
Year 1	1,281.80	1,307.90
Year 2	1,454.00	1,483.70
Year 3	1,653.40	1,687.10
Year 4	1,733.90	1,769.30
Year 5	1,789.90	1,826.40
<b>Level 3 (35hrs)</b>		
Grade 1 - Year 1	1,925.40	1,964.70
Grade 1 - Year 2	1,989.70	2,030.30
Grade 2 - Year 1	2,045.00	2,086.70
Grade 2 - Year 2	2,269.10	2,315.40
<b>Level 4 (35hrs)</b>		
Grade 1 - Year 1	2,332.20	2,379.80
Grade 1 - Year 2	2,411.30	2,460.50
Grade 2 - Year 1	2,484.60	2,535.30
Grade 2 - Year 2	2,547.10	2,599.10
<b>Level 5 (35hrs)</b>		
Year 1	2,729.00	2,784.70
Year 2	2,797.10	2,854.20
Year 3	2,940.80	3,000.80
<b>Level 6 (35hrs)</b>		
Year 1	3,012.10	3,073.50
Year 2	3,082.50	3,145.40
Year 3	3,153.60	3,217.90
<b>Allowance Description</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ per week</b>
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	55.40	56.50

N. CONSTANT, *Chief Commissioner*

**HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186299 of 2021)

Before Chief Commissioner Constant

30 July 2021

**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 2019, 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 2019, 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 2019, 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*, 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 2022 by a party to this Award.

#### 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the Health Employees' Pharmacists (State) Award 2019 published 20 March 2020 (387 I.G. 51) 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**

<b>Classification</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$ per week</b>	<b>Rate from ffppoa 01/07/2021 \$ Per week</b>
Graduate Pharmacist Unregistered	1,281.81	1,307.96
<b>Pharmacist</b>		
<b>Grade 1</b>		
1st Year	1,360.85	1,388.61
2nd Year	1,454.01	1,483.67
3rd Year	1,554.32	1,586.03
4th Year	1,733.89	1,769.26
5th Year	1,789.83	1,826.34
<b>Grade 2</b>		
1st Year	1,925.36	1,964.64
2nd Year	1,989.63	2,030.22
3rd Year	2,045.08	2,086.80
<b>Grade 3</b>		
<b>Senior Pharmacist</b>		
Director of Pharmacy-Group 5 Hospital		
Deputy Director of Pharmacy-Group 3 Hospital		
1st Year	2,269.10	2,315.39
2nd Year	2,332.23	2,379.81
<b>Grade 4</b>		
Director of Pharmacy - Group 4 Hospital		
Deputy Director of Pharmacy - Group 2 Hospital		
1st Year	2,332.23	2,379.81
2nd Year	2,411.35	2,460.54
<b>Grade 5</b>		
Director of Pharmacy - Group 3 Hospital		
Deputy Director of Pharmacy - Group 1 Hospital		
1st Year	2,484.70	2,535.39
2nd Year	2,547.19	2,599.15
<b>Grade 6</b>		
Director of Pharmacy - Group 2 Hospital		
1st Year	2,728.96	2,784.63
2nd Year	2,797.05	2,854.11
<b>Grade 7</b>		
Director of Pharmacy - Group 1 Hospital		
Group A - 1st Year	2,940.78	3,000.77
Group A - 2nd Year	3,012.12	3,073.57
Group B - 1st Year	3,082.52	3,145.40
Group B - 2nd Year	3,153.64	3,217.97

**Table 2 - Allowances**

<b>Allowance Description</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$</b>	<b>Rate from ffppoa 01/07/2021 Per week \$</b>
Fellowship Allowance (Pharmacists)	43.69	44.58

N. CONSTANT, *Chief Commissioner*

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Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186321 of 2021)

Before Chief Commissioner Constant

30 July 2021

**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 2019, 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 2019, 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 2019*, 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*, 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 2022 by a party to this Award.

### 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the Health Employees Technical (State) Award 2019 as published 1 November 2019 (385 I.G. 659) 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 prior to ffppoa 01/07/2021 \$ per week	Rate from ffppoa 01/07/2021 \$ per week
<b>Electronics Technician</b>		
<b>Technician</b>		
1st Year of Service	1,422.28	1,451.29
2nd Year of Service	1,471.81	1,501.83
3rd Year of Service	1,521.45	1,552.49
4th Year of Service	1,617.23	1,650.22
<b>Sole</b>		
1st Year of Service and Thereafter	1,696.15	1,730.75
<b>Senior</b>		
1st Year of Service	1,723.66	1,758.82
2nd Year of Service	1,750.95	1,786.67
<b>Perfusionist</b>		
<b>Grade 1</b>		
1st Year	1,733.89	1,769.26
2nd Year	1,789.83	1,826.34



<b>Grade 2</b>		
1st Year	1,925.36	1,964.64
2nd Year	1,989.63	2,030.22
3rd Year	2,045.08	2,086.80
4th Year	2,269.10	2,315.39
5th Year	2,332.23	2,379.81
6th Year	2,411.35	2,460.54
7th Year	2,484.70	2,535.39
8th Year	2,547.19	2,599.15
<b>Grade 3</b>		
1st Year	2,728.96	2,784.63
2nd Year	2,797.05	2,854.11
<b>Grade 4</b>		
1st Year	2,872.38	2,930.98
2nd Year	2,940.78	3,000.77
<b>Visual Aids Officer</b>		
<b>Trainee</b>		
1st Year of Training	628.37	641.19
2nd Year of Training	706.77	721.19
3rd Year of Training	772.52	788.28
4th Year of Training	846.81	864.08
5th Year of Training	930.91	949.90
<b>General Scale</b>		
1st Year	1,041.76	1,063.01
2nd Year	1,096.14	1,118.50
3rd Year	1,151.56	1,175.05
4th Year	1,177.49	1,201.51
5th Year	1,205.32	1,229.91
<b>Grade 1</b>		
Medical Artists, RPA, RNSH (in charge Westmead) (2nd in charge POW)	1,322.16	1,349.13
<b>Grade 2</b>		
Sole Medical Photographer (St. George & Gosford)	1,377.39	1,405.49
<b>Grade 3</b>		
Chief Medical Photographer - specific hospitals	1,537.04	1,568.40
<b>Grade 4</b>		
Co-ordinator, Audio Visual Services – Royal North Shore Hospital	1,595.21	1,627.75
<b>Director of Audio Visual Services</b>		
Royal Prince Alfred and Westmead	1,856.65	1,894.53
<b>Technical Officer</b>		
<b>Trainee</b>		
1st Year of Training	624.57	637.31
2nd Year of Training	699.72	713.99
3rd Year of Training	791.39	807.53

4th Year of Training	871.47	889.25
<b>Grade 1</b>		
1st Year	1,103.20	1,125.71
2nd Year	1,129.87	1,152.92
3rd Year	1,155.25	1,178.82
4th Year	1,182.87	1,207.00
5th Year	1,208.46	1,233.11
6th Year	1,254.21	1,279.80
7th Year	1,294.88	1,321.30
8th Year	1,330.82	1,357.97
<b>Grade 2</b>		
1st Year	1,422.28	1,451.29
2nd Year	1,471.70	1,501.72
3rd Year	1,521.45	1,552.49
4th Year	1,617.23	1,650.22
<b>Senior</b>		
1st Year	1,696.15	1,730.75
2nd Year	1,723.66	1,758.82
3rd Year	1,750.95	1,786.67
<b>Dialysis Technician</b>		
<b>Technician</b>		
1st Year	1,321.75	1,348.71
Thereafter	1,362.10	1,389.89
<b>Senior</b>		
Grade 1 (Sole Technician)	1,404.05	1,432.69
Grade 2	1,451.90	1,481.52

N. CONSTANT, *Chief Commissioner*

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## **HEALTHSHARE NSW PATIENT TRANSPORT OFFICERS' (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186400 of 2021)

Before Chief Commissioner Constant

30 July 2021

### **AWARD**

### **PART A**

#### **Arrangement**

Clause No.	Subject Matter
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	Definitions
	Salaries
	Conditions of Employment
	Classifications
	Meals
	Anti-Discrimination
	No Extra Claims
	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 2019, 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 2019, 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 the 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, 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 2022 by a party to this Award.

## 8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the HealthShare NSW Patient Transport Officers (State) Award published 29 May 2020 (388 I.G. 774) and all variations thereof.

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

## PART B

**Table 1- Salaries**

Classification	Rate to apply prior to ffppoa 01/07/2021 \$	Rate effective first full pay period on or after 1/07/2021 \$
Trainee Patient Transport Officer	1,046.64	1,067.99
Patient Transport Officer	1,093.30	1,115.60

**Table 2 - Other Rates and Allowances**

Item	Clause	Allowance Description	Rate to apply prior to ffppoa 01/07/2021 \$	Rate effective first full pay period on or after 1/7/2021 \$
1	5(iv)(a)	Crib Away Allowance (Single Crib)	23.18	23.65
2	5(iv)(b)	Crib Away Allowance (Two Cribs)	11.59	11.83

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

## NSW HEALTH SERVICE ALLIED HEALTH ASSISTANTS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186489 of 2021)

Before Chief Commissioner Constant

30 July 2021

### 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
	<b>PART B - MONETARY RATES</b>
	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 2019, 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 2019, 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, 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 2022 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 2021 and shall remain in force until 30 June 2022. 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 2021.
- 11.2 This Award rescinds and replaces the *NSW Health Service Allied Health Assistants (State) Award 2019* published 24 January 2021 (386 I.G. 283) 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 prior to ffppoa 01/07/2021 \$ per week	Rate from ffppoa 01/07/2021 \$ per week
<b>Allied Health Assistants</b>		
<b>Level 1</b>		
Entry	1,011.01	1,031.63
<b>Level 2</b>		
1st Year	1,035.28	1,056.40
2nd Year	1,054.62	1,076.13
3rd Year	1,068.28	1,090.07
<b>Level 3</b>		
1st Year	1,101.58	1,124.05
2nd Year	1,123.69	1,146.61
3rd Year	1,151.44	1,174.93

Table 2 - Transitional Salary Arrangements for Allied Health Assistants (AHA)

Classification	Yr.	No Qualifications	Cert III or Equivalent	Cert IV or Equivalent
<b>Technical Assistant Grade 1- Therapy Aide</b>	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
<b>Diversional Therapist Without Diploma</b>	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
<b>Classification</b>	<b>Yr.</b>	<b>No Qualifications</b>	<b>Cert III or Equivalent</b>	<b>Cert IV or Equivalent</b>

<b>Technical Assistant (Orthotic Prosthetic) Level 1</b>	<b>1</b>	AHA level 1 - Entry	AHA Level 2 - 1st year	AHA level 3 - 1st year
	<b>2</b>	AHA level 2 - 1st year	AHA level 2 - 1st year	AHA level 3 - 1st year
	<b>3</b>	AHA level 2 - 2nd year	AHA level 2 - 2nd year	AHA level 3 - 1st year
<b>Level 2</b>	<b>1</b>	AHA level 3 - 2nd year	AHA level 3 - 2nd year	AHA level 3 - 2nd year
	<b>2</b>	AHA level 3 - 3rd year	AHA level 3 - 3rd year	AHA level 3 - 3rd year
	<b>3</b>	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*

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## NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186519 of 2021)

Before Chief Commissioner Constant

30 July 2021

### AWARD

#### PART A

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification of Health Professionals
4.	Qualifications
5.	Salaries
6.	Sole Practitioner Allowance
7.	Conditions of Service
8.	Dispute Resolution
9.	Anti-Discrimination
10.	Expanded Scope of Practice
11.	No Extra Claims
12.	Translation Arrangements
13.	Personal Regrading
14.	Area, Incidence and Duration

Schedule A - Health Professional Classifications  
Schedule B - Classification of Health Professional Positions  
Schedule C - Qualification Requirements

#### PART B - MONETARY RATES

Table 1 - Salary Rates  
Table 2 - Sole Practitioner Allowance

#### 2. Definitions

- 2.1. "Complex" professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.
- 2.2. "Critical" professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.
- 2.3. "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

- 2.4. "Heads of Departments" are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within a Local Health District.
- 2.5. "Health Professional" for the purposes of this Award includes employees who possess, as a minimum, a relevant bachelor's degree or equivalent qualification, and who are involved in one or more of the following:
- provision of direct clinical and/or professional services to patients
  - planning, co-ordination or evaluation of the delivery of clinical or professional services
  - provision of professional supervision or consultation to other health professionals
  - provision of professional education services to other health professionals
  - management of clinical or professional services providing direct services to patients.
- Health professional classifications covered by this Award are listed at Schedule A.
- 2.6. "Novel" professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.
- 2.7. "NSW Health Service" consists of those persons who are employed under Chapter 9, Part 1, of the *Health Services Act 1997* by the Government of NSW in the service of the Crown, as amended or varied from time to time.
- 2.8. "Professional judgement" involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.
- 2.9. "Professional knowledge" includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.
- 2.10. "Professional supervision" refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:
- setting guidelines for the work of the health professional
  - suggesting approaches to the conduct of professional work
  - solving technical problems raised by subordinate health professionals
  - reviewing and sometimes checking the work of other health professionals.
- 2.11. "Union" means the Health Services Union NSW.

### **3. Classification of Health Professionals**

- 3.1. Health Professional positions will be classified according to the criteria set out at Schedule B of this Award.

### **4. Qualifications**

- 4.1. The minimum qualification requirements for each health professional classification are set out at Schedule C of this Award.

## 5. Salaries

- 5.1. Full time Health Professional employees shall be paid the salaries and allowances as set out in the tables of Part B - Monetary Rates of this Award.
- 5.2. Minimum commencing salaries at Level 1 are as follows:
  - 5.2.1. employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full-time study shall commence on the Level 1, Year 1 salary
  - 5.2.2. employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full-time study shall commence on the Level 1, Year 2 salary.
  - 5.2.3. employees who have completed an undergraduate degree and a Master's degree, or other approved equivalent qualifications requiring more than four years of combined full-time study shall commence on the Level 1, Year 3 salary.
- 5.3. Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

## 6. Sole Practitioner Allowance

- 6.1. The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:  
are the only practitioner of their discipline at the site; and  
  
are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or  
  
undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.
- 6.2. The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of Part B - Monetary Rates of this Award.

## 7. Conditions of Service

- 7.1. The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply to all persons covered by this Award, excepting for those professions identified in subclause 7.2.
- 7.2. The Health Employees Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply to Diversional Therapists, and Orthotists/Prosthetists covered by this Award.
- 7.3. The Health Industry Status of Employment (State) Award 2019, as varied or replaced from time to time, shall also apply to relevant employees.

## 8. Dispute Resolution

- 8.1. The dispute resolution procedures contained in the Awards identified in Clause 7, Conditions of Service, shall apply.

## 9. Anti-Discrimination

- 9.1. 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.

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

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### **10. Expanded Scope of Practice**

- 10.1. Should a profession within the coverage of this Award incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

### **11. No Extra Claims**

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

### **12. Translation Arrangements**

- 12.1. The translation to the new structure for health professionals covered by this Award will be undertaken utilising the following basic principles.
- 12.1.1 Anniversary/incremental date of employees will be retained.
- 12.1.2 Relevant years of service will be counted toward placement on the new salary scale.
- 12.1.3 Employees will be placed into a position in the new structure that is most reflective of their current duties and responsibilities.



12.1.4 Any disputes that cannot be resolved at a Local Health District level should be referred to the Employer and Union for consideration at a peak level committee, which will subsequently make a recommendation to the Local Health District.

12.1.5 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.

### **13. Personal Regrading**

- 13.1. Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.
- 13.2. An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.
- 13.3. Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline e.g. Area Advisor.
- 13.4. The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.
- 13.5. Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.
- 13.6. The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.
- 13.7. If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.
- 13.8. If the health professional wishes to pursue their application, the matter will be referred to a peak level (state-wide) Health Professional Regrading Committee, to be established in consultation between the employer and Union. Such a Committee will meet on a regular or needs basis to consider any such personal regrading applications from across the state and subsequently make recommendations to the relevant approved delegate of the employer.
- 13.9. Any disputes that arise regarding personal regrading applications may be dealt with under the dispute resolution provisions of this Award.
- 13.10. Personal gradings will not automatically transfer with a health professional should they be successful in gaining employment in another position within NSW Health. The transferability of a personal grading must be raised by the health professional as part of the selection process and addressed by the selection panel with the panel making a specific recommendation on transferability. The employer, or approved delegate, will determine whether or not the personal grading will transfer.

### **14. Area, Incidence and Duration**

- 14.1. This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. The rates and allowances in the last second in the tables of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2021.
- 14.2. This Award rescinds and replaces the NSW Health Service Health Professionals (State) Award 2019 published on 1 November 2019 (385 I.G. 665) and all variations thereof.

14.3. This Award applies to persons employed in health professional classifications as defined in the NSW Health Service under s115(1) of the *Health Services Act 1997*, excluding the County of Yancowinna.

### **SCHEDULE A - HEALTH PROFESSIONAL CLASSIFICATIONS**

Audiologist

Art Therapist

Counsellor

Dietitian

Diversional Therapist

Exercise Physiologist

Genetic Counsellor

Music Therapist

Occupational Therapist

Orthoptist

Orthotist/Prosthetist

Physiotherapist

Play Therapist

Podiatrist

Sexual Assault Worker

Social Worker

Speech Pathologist

Welfare Officer

Provided that additional classifications that the Union has constitutional coverage for may be added to this list as agreed between the Union and the Employer.

### **SCHEDULE B - CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS**

#### **Level 1**

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in clause 5 Salaries.

## **Level 2**

Progression to Level 2 from Level 1 is automatic following completion of 12 months satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

### **Sole Practitioner Allowance**

The sole practitioner allowance is only payable in the circumstances prescribed in clause 6 Sole Practitioner Allowance.

## **Levels 3 and 4**

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

### **Senior Clinician**

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 13, Personal Regrading.

### **Senior Clinician (Level 3)**

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

### **Senior Clinician (Level 4)**

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area, geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

### **Deputy Department Head**

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.

Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Unit Head or Team Leader**

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network.

The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Up to 5 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 3

More than 5 - 10 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full-time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Department Head (Level 4)**

Where the department contains up to 5 full-time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full-time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Student Educator (Level 4)**

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

#### **Levels 5 and 6**

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

**Department Head**

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full-time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full-time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full-time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

**Deputy Department Head**

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

**Unit Head or Team Leader**

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full-time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

**Health Professional Educator (Level 5)**

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

**Clinical Specialist (Level 6)**

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

has extensive experience in their field of expertise; and

is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

clinically relevant post graduate qualifications; or

have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or

a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

### **Level 7**

Positions at Level 7 are managers, leaders or deputy managers of large units, teams or departments.

The work requires considerable co-ordination and the position is responsible for human, physical and financial resources. The position contributes directly to the development of policy for the work area and must have a sound understanding of the broader policy and strategic context.

Programs, strategies and priorities are generally decided at a higher management level but positions at this level have the authority to decide how to achieve results within the limits of available resources.

Decisions at this level have direct consequences on the achievement of results for the area for which the position is responsible.

Level 7 positions may maintain a clinical load or may be required to provide an expert speciality consultancy role in their area of expertise.

The size and complexity of the areas managed and the consequent impact on the nature of the work and are reflected in the different grading of positions as follows:

#### **Deputy Department Head**

Deputy to a Department Head at Level 7, Grade 3, as well as maintaining a clinical load - Level 7, Grade 1.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

#### **Unit Head or Team Leader**

A unit head or team leader is responsible for the professional leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff.

More than 30 - 45 other full-time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 1

More than 45 - 60 full-time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 2

The criteria for a unit head or team leader will generally rely upon the number of full-time equivalent (FTE) health professionals or technical and other support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Department Head**

Where the department contains more than 25 - 40 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 1

Where the department contains more than 40 - 55 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 2

Where the department contains more than 55 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 3

The criteria for a Department Head will generally rely upon the number of full-time equivalent (FTE) health professionals or other support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

### **Level 8**

Discipline Specific Director/Advisor

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within a Local Health District(s), a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Local Health District(s). They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:

has professional responsibility with regard to strategic workforce and service development and professional practice across a Local Health District(s), a geographic region, zone or clinical network

provides professional co-ordination and leadership across a Local Health District(s), a geographic region, zone or clinical network to department heads



acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Allied Health Director/Advisor

may have a dual role of department head

may be required to provide an expert speciality consultancy role in their area of expertise

may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Local Health District(s), geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

Where the area of responsibility includes up to 25 full-time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1

Where the area of responsibility includes more than 25 - 55 full-time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2

Where the area of responsibility includes more than 55 - 100 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 3

Where the area of responsibility includes more than 100 other full-time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full-time equivalent health professionals or technical and other support staff within the area of responsibility. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

## **SCHEDULE C - QUALIFICATION REQUIREMENTS**

### **Audiologist**

Must hold a Master's degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

### **Art Therapist**

Must hold a Master's degree in art therapy which provides eligibility for professional membership of the Australian, New Zealand and Asian Creative Arts Therapies Association, or other qualification deemed equivalent by the employer.

### **Counsellor**

Must hold as a minimum a bachelor's degree in counselling or a related field, or other qualification deemed equivalent by the employer.

### **Dietitian**

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

**Diversional Therapist**

Must hold a health science or applied science bachelor's degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

**Exercise Physiologist**

Must hold a bachelor's degree in exercise and sports science, or other qualification deemed equivalent by the employer.

**Genetics Counsellor**

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

**Music Therapist**

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

**Occupational Therapist**

Must hold qualifications recognised for registration with the Occupational Therapy Board of Australia.

From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.

**Orthoptist**

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

**Orthotist/Prosthetist**

Must hold as a minimum a bachelor's degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

**Physiotherapist**

Must hold qualifications recognised for registration with the Physiotherapy Board of Australia.

Must hold general registration with the Physiotherapy Board of Australia.

**Play Therapist**

Must hold a Bachelor of Early Childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.

**Podiatrist**

Must hold qualifications recognised for registration with the Podiatry Board of Australia.

Must hold general registration with the Podiatry Board of Australia.

**Sexual Assault Worker**

Must hold as a minimum a bachelor's degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

**Social Worker**

Must hold as a minimum a bachelor's degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

**Speech Pathologist**

Must hold a bachelor's or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

**Welfare Officer**

Must hold a minimum of a bachelor's degree in a relevant field e.g. community welfare, or other qualification deemed equivalent by the employer.

**PART B - MONETARY RATES**

Table 1 - Salaries

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per annum	Rate from ffppoa 1/07/2021 \$ per annum
<b>Health Professional Classifications</b>		
Audiologist, Art Therapist, Counsellor, Dietitian, Diversional Therapist, Exercise Physiologist, Genetics Counsellor, Music Therapist, Occupational Therapist, Orthoptist, Orthotist /Prosthetist, Physiotherapist, Play Therapist, Podiatrist, Sexual Assault Worker, Social Worker, Speech Pathologist, Welfare Officer		
<b>Level 1</b>		
Year 1	64,463	65,778
Year 2	66,890	68,255
Year 3	71,012	72,461
Year 4	75,890	77,438
<b>Level 2</b>		
Year 1	81,128	82,783
Year 2	86,274	88,034
Year 3	90,472	92,318
Year 4	93,393	95,298
<b>Level 3</b>		
Year 1	100,451	102,500
Year 2	103,814	105,932
<b>Level 4</b>		
Year 1	109,004	111,228
Year 2	111,728	114,007
<b>Level 5</b>		
Year 1	117,316	119,709
Year 2	120,250	122,703
<b>Level 6</b>		
Year 1	126,209	128,784
Year 2	129,417	132,057

<b>Level 7</b>		
Grade 1	135,887	138,659
Grade 2	142,683	145,594
Grade 3	149,815	152,871
<b>Level 8</b>		
Grade 1	142,683	145,594
Grade 2	149,815	152,871
Grade 3	157,308	160,517
Grade 4	165,173	168,543

**Table 2 - Sole Practitioner Allowance**

<b>Clause</b>	<b>Allowance Description</b>	<b>Rate to apply prior to ffppoa 01/07/2021 \$ per annum</b>	<b>Rate from ffppoa 01/07/2021 \$ per annum</b>
6	Sole Practitioner Allowance (Health Professional)	7,058	7,202

N. CONSTANT, *Chief Commissioner*

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Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187498 of 2021)

Before Chief Commissioner Constant

30 July 2021

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

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Employment
3.	Progression of Medical Physicists
4.	No Extra Claims
5.	Area, Incidence and Duration

**PART B**

Table 1 - Salary rates for Accredited Medical Physicists

Table 2 - Salary rates for Non-Accredited Medical Physicists

**PART C**

Transitional Arrangements

Transition Table from Hospital Scientists' Scale to New Structure

**PART A****1. Definitions**

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

‘Accredited Medical Physicist’ means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Secretary, Ministry of Health. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology.

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

‘Director Medical Physics Specialist’ means a Medical Physics Specialist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 4, with direct supervision of at least two other Medical Physics Specialists (or higher grade) and who meets one of the following criteria:

- is responsible for a physics specialty at a site,
- is responsible for multiple specialties at a site,

- is responsible for a single specialty across multiple sites (including responsibility for Directors of a speciality).

The Director will be appointed at a level dependent on the number of FTE Medical Physics Specialists (or higher grade) under line supervision:

Level 1: 2 to 5

Level 2: >5 to 10

Level 3: >10

‘Medical Physicist’ is a generic description for the purposes of this Award. It refers to all persons employed as a Medical Physics Registrar, and also employed in either capacity of an accredited or non-accredited Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist and Director, Medical Physics Specialist.

‘Medical Physics Registrar’ means a person who is employed and undergoing training, including but not limited to the ‘Training, Education and Accreditation Program’ (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health.

‘Medical Physics Specialist’ means a person with qualifications and clinical experience acceptable to the Secretary, Ministry of Health and ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health, and who is qualified to be employed under this Award as a Medical Physics Specialist.

‘Non-Accredited Medical Physicist’ means a person who is employed as a Medical Physicist but who does not satisfy the definition of an ‘Accredited Medical Physics Specialist’ under this Award. For salary purposes, a non-accredited Medical Physicist is to be translated to the appropriate classification and rate as shown in Table 2, Salary rates for ‘Non-Accredited Medical Physicists’, until such time as they satisfy the accreditation process. The rates for non-accredited Medical Physicists are discounted by 10% at the Medical Physics Specialist level, by 4% at the Senior Medical Physics Specialist level, and by 3% at the Principal Medical Physics Specialist and Director levels.

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

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

‘Senior Medical Physics Specialist’ means a Medical Physics Specialist with 5 years post-accreditation as a Medical Physics Specialist and whose progression has been approved by the progression committee as per the determined criteria.

‘Principal Medical Physics Specialist’ means a Senior Medical Physics Specialist year 4 whose progression to this level has been approved by the progression committee as per the determined criteria.

‘Union’ means the Health Services Union NSW.

## 2. Conditions of Employment

The Hospital Scientists (State) Award 2019, (the “Conditions Award”), as varied or replaced from time to time, shall apply to all employees covered by this Award, excepting for those conditions expressly contained in this Award.

For the purposes of establishing such conditions, the following classifications in this Award of ‘Medical Physics Registrar’ and ‘Medical Physics Specialist Year 1’ will be afforded the conditions available to the classification of Hospital Scientist in the Conditions Award.

For the purposes of establishing such conditions, the following classifications in this Award of ‘Medical Physics Specialist Year 2 - Year 5’ inclusive, will be afforded the conditions available to the classification of Senior Hospital Scientist in the Conditions Award.

Further, for the purposes of establishing such conditions, the following classifications in this Award of ‘Senior Medical Physics Specialist’ and ‘Director Medical Physics Specialist’ will be afforded the conditions available to the classification of Principal Hospital Scientist in the Conditions Award.

### 3. Progression of Medical Physicists

Progression Committee. A committee consisting of three Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, shall be constituted to consider and, if appropriate, recommend to the Ministry of Health upon application by the employing public health organisation:

- (i) The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist
- (ii) The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

### 4. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

### 5. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. The rates in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2021.
- (ii) This Award rescinds and replaces the Public Hospital Medical Physicists (State) Award 2019, published 24 April 2020 (387 I.G. 864) and all variations thereof.
- (iii) This Award shall apply to employees as defined herein employed in public hospitals and local health districts in the State, excluding the County of Yancowinna, within the jurisdiction of the Public Health Employees (State) Industrial Committee.

## PART B

**Table 1 - Salary Rates for Accredited Medical Physicists**

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per annum	Rates from ffppoa 01/07/2021 \$ per annum
<b>Accredited Medical Physicists</b>		
<b>Medical Physics Registrar</b>		
Year 1	70,798	72,242
Year 2	78,664	80,269
Year 3	86,535	88,300
Year 4	94,406	96,332
Year 5 and thereafter	102,259	104,345
<b>Medical Physics Specialist</b>		
Year 1	117,999	120,406
Year 2	133,737	136,465
Year 3	149,459	152,508

Year 4	165,198	168,568
Year 5 and thereafter	180,924	184,615
<b>Senior Medical Physics Specialist</b>		
Year 1	188,795	192,646
Year 2	196,664	200,676
Year 3	204,534	208,706
Year 4 and thereafter	212,401	216,734
<b>Principal Medical Physics Specialist</b>		
Year 1 and thereafter	220,256	224,749
<b>Director Medical Physics Specialist</b>		
Level 1	220,256	224,749
Level 2	231,283	236,001
Level 3	243,863	248,838

**Table 2 - Salary Rates for Non-Accredited Medical Physicists**

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per annum	Rates from ffppoa 01/07/2021 \$ per annum
<b>Non-Accredited Medical Physicists</b>		
<b>Medical Physics Registrar</b>		
Year 1	70,798	72,242
Year 2	78,664	80,269
Year 3	86,535	88,300
Year 4	94,406	96,332
Year 5	102,259	104,345
<b>Medical Physics Specialist (-10%) *</b>		
Year 1	106,199	108,365
Year 2	120,363	122,819
Year 3	134,513	137,257
Year 4	148,678	151,711
Year 5 and thereafter	162,832	166,154
<b>Senior Medical Physics Specialist (-4%) #</b>		
Year 1	181,243	184,940
Year 2	188,797	192,649
Year 3	196,353	200,358
Year 4 and thereafter	203,905	208,065
<b>Principal Medical Physics Specialist (-3%) ^</b>		
Year 1 and thereafter	213,648	218,007
<b>Director Medical Physics Specialist (-3%) ^</b>		
Level 1	213,648	218,007
Level 2	224,345	228,921
Level 3 and thereafter	236,547	241,373
<b>Note:</b>		
* Reduced by 10%		
# Reduced by 4%		
^ Reduced by 3%		



## PART C

### Transitional Arrangements

- (i) Non-accredited Medical Physicists are to remain on the appropriate non-accredited Medical Physicist classification until such time as they satisfy the accreditation process. In the meantime, they are entitled to 4 hours per week of their normal weekly hours to study for accreditation in which they have enrolled for a period of up to 2 years.
- (ii) Medical Physicists whose accreditation is delayed due to ACPSEM processing of candidates will have their start date for progression backdated to the first exam after the application to correct for this delay and receive payment to meet the loss in earnings due to the said delay.
- (iii) A Medical Physicist currently employed as a Deputy Chief Medical Physicist or Deputy Director of Medical Physics will transfer to Senior Medical Physics Specialist Year 1 or at the level corresponding to their current position, as per Part C, Transition Table, whichever is the higher. A Medical Physicist currently in-charge of a specialty and employed on the Principal Hospital Scientist level (job title Chief Medical Physicist or Director of Medical Physics, or similar) will transfer to Director Medical Physics Specialist.
- (iv) It is expected that Medical Physicists who were employed prior to the implementation of this Award as a Senior Hospital Scientist years 6 to 8, and who were directly responsible for an area within a specialty in medical physics, will be promoted to the Senior Medical Physics Specialist Year 1 rate upon submitting a summary of their duties and responsibilities to their employer. It would be expected the summary be supported by the Senior Hospital Scientist's line supervisor. Such promotions should be implemented as soon as possible after the implementation of this Award, but no later than 3 months from that date. In case of disputes, subclause 3(i) applies.
- (v) In the case of Medical Physicists employed prior to this Award as Hospital Scientist Years 1 to 6, such Medical Physicists are to transfer to rates for Medical Physics Registrars as shown in Part C, Transition Table. Such Medical Physicists are not Registrars in the context of this Award and can progress through either the accredited and non-accredited scales according to the appropriate criteria, and their accreditation status.

#### Transition Table from Hospital Scientists' Scale to New Structure

Current Hospital Scientists Award level	Transfer to new Medical Physicists Award level
	Medical Physics Registrar Year 1
Hospital Scientist Year 1	Medical Physics Registrar Year 2
Hospital Scientist Year 2	Medical Physics Registrar Year 3
Hospital Scientist Year 3	Medical Physics Registrar Year 4
Hospital Scientist Year 4	
Hospital Scientist Year 5	Medical Physics Registrar Year 5
Hospital Scientist Year 6	
Hospital Scientist Year 7	Medical Physics Specialist Year 1
Hospital Scientist Year 8	
Senior Hospital Scientist Year 1	Medical Physics Specialist Year 2
Senior Hospital Scientist Year 2	
Senior Hospital Scientist Year 3	Medical Physics Specialist Year 3
Senior Hospital Scientist Year 4	
Senior Hospital Scientist Year 5	Medical Physics Specialist Year 4
Senior Hospital Scientist Year 6	
Senior Hospital Scientist Year 7	Medical Physics Specialist Year 5
Senior Hospital Scientist Year 8	
Principal Hospital Scientist Year 1	Senior Medical Physics Specialist Year 1
Principal Hospital Scientist Year 2	

Principal Hospital Scientist Year 3	Senior Medical Physics Specialist Year 2
Principal Hospital Scientist Year 4	
Principal Hospital Scientist Year 5	Senior Medical Physics Specialist Year 3
Principal Hospital Scientist Year 6	
Principal Hospital Scientist Year 7	Senior Medical Physics Specialist Year 4
Principal Hospital Scientist Year 8	
Principal Hospital Scientist Year 9	Principal Medical Physics Specialist
Principal Hospital Scientist Year 10	
Chief Medical Physicist	Director Medical Physics Specialist

N. CONSTANT, *Chief Commissioner*

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## PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187547 of 2021)

Before Chief Commissioner Constant

30 July 2021

### AWARD

#### PART A

#### Arrangement

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

#### PART B

Table 1 - On-Call Rates

### PART A

#### 1. Definitions

- (i) "Biomedical Engineer" means a person appointed as such having qualifications acceptable to the Institution of Biomedical Engineers as an Associate, or such other qualifications deemed by the employer to be appropriate.
- (ii) "Director/Deputy Director" means an officer appointed as Head of a Department or as Second-in-Charge of a Department provided that such position is approved by the employer and such officer having qualifications acceptable to the Institution of Biomedical Engineers to be a member of such institution, or such other qualifications deemed appropriate by the employer.
- (iii) "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.
- (iv) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

- (v) "Service" means service before and/or after commencement of this Award as a biomedical engineer in any one or more hospitals in New South Wales or any other hospital deemed acceptable by the employer.
- (vi) "Union" means the Health Services Union NSW.

## **2. Grading Committee**

A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital:

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

Provided that:

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

## **3. Salaries**

Full time Biomedical Engineer employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2019, as varied or replaced from time to time.

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

## **4. On Call**

- (i) An "on-call period" is a period during which an officer is required, by the hospital where the person is employed, to be on call.
- (ii) For the purposes of calculation of payment of on-call allowance 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, an allowance which shall be at the option of the employer, either per on-call period or per week.
- (iv) The on-call rates are set out in Table 1 - On Call Rates, of this Award.

## **5. Exemptions**

This Award shall not apply to members, novices or aspirants of religious orders in the hospitals the names of which are or shall hereafter be included in the Third Schedule to the *Health Services Act 1997*, of New South Wales.

## **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 or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

NOTES -

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

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

## 7. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, 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 2019, as varied or replaced from time to time, shall also apply to all relevant employees.

## 8. Labour Flexibility

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

- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### 9. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time, shall apply.

### 10. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

### 11. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2021 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 2021.
- (ii) This Award rescinds and replaces the Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award 2019 as published 24 April 2020 (387 IG 870) 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

Table 1 - On-call Rates

Item	Clause	Allowance Description	Rate to apply prior to ffppoa 01/07/2021 \$	Rate from ffppoa 01/07/2021 \$
1	4	On-Call Allowance (per period)	9.11	9.30
1	4	Per on-call period per week (per week)	45.52	46.45

N. CONSTANT, *Chief Commissioner*

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**STAFF SPECIALISTS (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 188550 of 2021)

Before Chief Commissioner Constant

22 July 2021

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Issue Resolution
4.	Normal Duties
4A.	Multiple Assignments
5.	Salary
6.	Salary Sacrifice - Definition
7.	Salary Sacrifice
8.	Salary Sacrifice for Superannuation
9.	Limitation on the Amount to be Sacrificed
10.	Exclusions
11.	Managerial Allowance
12.	Performance Agreement
13.	Part-time Employment and Arrangements
14.	Work Location
15.	Outside Practice
16.	Postgraduate Fellow
17.	Annual Leave
18.	Long Service Leave
19.	Sick Leave
20.	Family and Community Service Leave
20A.	Family Violence Leave
21.	Personal/Carer's Leave
22.	Maternity, Adoption and Parental Leave
22A.	Lactation Breaks
23.	Telephones
24.	Office, Secretarial and Administrative Support
25.	Specialist Medical Administrators
26.	Labour Flexibility
27.	Anti-Discrimination
28.	Underpayment and Overpayment of Salaries
29.	Monthly Leave Return
30.	Consultation Regarding Change
31.	No Extra Claims
32.	Area, Incidence and Duration

**PART B - MONETARY RATES**

Schedule 1 - Staff Specialists Salary Rates

Schedule 2 - Allowances

**PART C - OTHER MATTERS**

Schedule 1 - List of exclusions in relation to clauses 7 - 10  
(inclusive)

Schedule 2 - List of recognised Australasian Specialist  
Colleges

Schedule 3 - Specialties undertaking shiftwork

Annexure - Pro-forma Staff Specialist Performance  
Agreement

**PART A****1. Title**

This Award shall be known as the Staff Specialists (State) Award 2021.

**2. Definitions**

"Award" means the Staff Specialists (State) Award 2021.

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

"Entitlements" means entitlements pursuant to this Award as varied from time to time.

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

"Health System" means the Public Health System of New South Wales.

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

"Normal Duties" means clinical, teaching, research, administrative, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Part-time Working Arrangement" means an agreement between a Staff Specialist and the Employer for the Staff Specialist to provide his/her services on a part-time employment basis pursuant to clause 13 of this Award.

"Performance Agreement" is an agreement in accordance with the provisions of clause 12 of this Award.

"Postgraduate Fellow" means an employee who has completed postgraduate medical training but who has not yet been appointed as a specialist/senior specialist and who occupies a position classified as Postgraduate Fellow.

"Practice" means clinical, administrative, teaching, research, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Public Health Organisation" is as defined in section 7 of the *Health Services Act 1997*.

"Salary" means the salary set out in Part B, Schedule 1, to this Award as varied from time to time by clause 5 of this Award.

"Staff Specialist" means a Specialist, Senior Specialist and Post Graduate Fellow (except where specifically excluded) employed on either a full-time or a part-time basis.

"Specialist" means a person appointed to a position of Specialist by the Employer. To be eligible for appointment a specialist must be a person who: -



- (a) holds a medical qualification that is registrable in New South Wales; and
- (b) after full registration has spent not less than five years in the practice of medicine in New South Wales in the Health System or in any other institution, whether in New South Wales or elsewhere, deemed by the Employer to be of equivalent standing; and
- (c) inclusive within the period described in (b) above has spent not less than three years in supervised specialist training and/or experience; and
- (d)
  - (i) has obtained a Fellowship of a recognised Australasian Specialist College (see Part C, Schedule 2, for list of recognised Australasian Specialist Colleges); or
  - (ii) has proof of recognition as a specialist by the Specialists Recognition Advisory Committee; or
  - (iii) has conditional registration with the NSW Medical Board as an overseas-trained specialists (not including conditional registration as a general practitioner; or
  - (iv) does not have a qualification recognised under (i), (ii) or (iii) above but has obtained an appropriate higher qualification in his/her specialty acceptable to the Employer after consideration by the Medical and Dental Advisory Committee of the Employer.
- (e) Any decision made by the Employer in determining whether any person is eligible to be appointed as a specialist shall not contravene any applicable provision of the *Anti-Discrimination Act 1977*

Notwithstanding the provisions of subclause (d) above, Staff Specialists who are paid pursuant to this Award in place immediately before the commencement of this Award will continue to be recognised as Staff Specialists for the purpose of this Award.

"Senior Specialist" means a person who:

- (a) has been employed by the Employer on the maximum salary provided by this Award or the Award for a Specialist for a period of at least three years; and/or
- (b) has gained such experience and attained such ability in his/her specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
- (c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

### 3. Issue Resolution

- (a) All parties must:
  - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and individual Staff Specialists; and
  - (ii) abide by the procedures set out in this clause to resolve any issue which might arise; and
  - (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Award.
- (c) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

- (d) Any issue must be discussed in the first instance by the Staff Specialist and his or her immediate supervisor.
- (e) If the issue is not resolved within a reasonable time it must be referred by the Staff Specialist's immediate supervisor to the Chief Executive (however called) of the relevant Public Health Organisation (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time or such extended period as may be agreed.
- (f) If the issue remains unresolved the Staff Specialist may request the Federation to then confer with the Chief Executive of the Public Health Organisation or his/her nominee. The conclusions reached by those representatives must be reported to the parties involved in the grievance/dispute within a reasonable time or such extended period as may be agreed.
- (g) If these procedures are exhausted without the issue being resolved, either party may seek to have the matter mediated by an agreed third party being:
  - (i) by way of preference, a person who is not employed as a Staff Specialist by the Employer and who has a knowledge of Staff Specialist arrangements, including this Award; or
  - (ii) a suitably qualified mediator.

If the matter remains unresolved either party may then:

refer the matter to the Secretary of the NSW Ministry of Health; or

refer the matter in accordance with the provisions of the *Industrial Relations Act 1996* (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.

- (h) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed. 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 practice in place:
  - (i) immediately before the issue arose; or
  - (ii) immediately before any change was made to those procedures or practices which caused the issue to arise.
- (i) The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (j) Throughout all stages of these procedures adequate records must be kept of all discussions.

#### 4. Normal Duties

##### Part A - General

- (a) Normal Duties will be worked for:
  - (i) Not less than 40 hours per week; or
  - (ii) 10 sessions per weekover five days per week.
- (b) The Normal Duties hours set out in (a) above may be averaged over
  - (i) four days per week; or

- (ii) a longer roster period

as agreed between the Staff Specialist and the Employer and specified in the Staff Specialist's performance agreement.

- (c)

- (i) With the exception of Staff Specialists working in accordance with paragraph (d) below, Normal Duties will be worked within the span of hours of 7.00 am to 6.00 pm Monday to Friday inclusive.
- (ii) Where Normal Duties hours are averaged over a roster period longer than 1 week as provided for in (b) above, Normal Duties may be worked Monday to Sunday inclusive.

- (d) Shift Work

- (i) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award may be required to undertake shiftwork as part of their Normal Duties as specified in (a) or (b) above. This shiftwork may comprise day or evening shifts.
- (ii) For Staff Specialists working shift work, Normal Duties will be worked within the span of hours of 7.00 am to midnight Monday to Sunday inclusive;
- (iii) For Staff Specialists who undertake shiftwork, the normal rostered duties hours will be paid at ordinary time plus the appropriate penalty rate:
  - hours worked between 6.00 pm and midnight Monday to Friday - 12.5%;
  - hours worked between 7.00 am and midnight Saturday - 50%;
  - hours worked between 7.00 am and midnight Sunday - 75%; and
  - all hours worked on Public Holidays - 150%.

The penalty rate will be calculated on the Staff Specialist's salary as set in Part B, Schedule 1 - Rates of Pay, of this Award plus the Special Allowance and Level 1 Private Practice Allowance specified in the Salaried Senior Medical Practitioners Determination, as varied from time to time.

- (iv) Additional specialties or categories may be included in Part C, Schedule 3 to this Award from time to time by agreement between the Federation and the Secretary of the NSW Ministry of Health. If agreement cannot be reached, either party may make application to the Industrial Relations Commission for a variation to Part C, Schedule 3.
- (e) Staff Specialists will be available for reasonable on call and recall duties outside of Normal Duties.

#### **Part B - Normal Duties Roster Changes**

- (a) When developing rosters for Normal Duties in accordance with the provisions of clause 4, Normal Duties, of the Award, the Employer will ensure that:
  - (i) Staff specialists are consulted and regard is to be given to any family, carer or other personal and professional concerns and responsibilities identified by the staff specialist to ensure, where practicable, that the staff specialist is not adversely affected and that alternative arrangements can be made if possible (e.g. change of child care or outside practice arrangements); and
  - (ii) the principal outcome of changes to rosters is to maximise the effective delivery of clinical services by ensuring that senior medical staff are rostered to work Normal Duties at times and at places that most effectively meet the service delivery needs and operational requirements; and

- (iii) rosters identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked.
- (b) On call rosters and responsibilities should align with Normal Duties roster days wherever practicable.
- (c) Wherever practicable, the usual pattern of Normal Duties will be consistent from one roster period to the next.
- (d) Notice Periods
  - (i) Wherever possible, the following notice periods will apply to changes to the Normal Duties roster:
    - 3 months notice of an ongoing change; or
    - 1 months notice of short-term change (e.g. to cover a planned absence or one-off event);
  - (ii) These provisions do not prevent the Employer from varying the roster of Normal Duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
- (e) Shifts are to be shared equally amongst the staff specialists unless otherwise agreed.

#### **Part C - Transition Arrangements for Implementation of Clause 4 Normal Duties**

- (a) Staff Specialists employed at the time of making this Award will continue to work in accordance with the rostering arrangements in place at that time for a period of 6 months, unless a shorter transitional period is agreed between the Employer and Staff Specialists.
- (b) During this 6-month period, the Employer and Staff Specialists will work co-operatively to review the existing Normal Duties rostering arrangements and, where necessary, develop new Normal Duties rosters in accordance with the principles set out in the Normal Duties Roster Changes clause.

#### **4A – Multiple Assignments**

- (a) Multiple assignments exist when an employee has more than one position under this Award within the NSW Health Service. Each of these positions are referred to in this clause as “assignments”.
- (b) The employee can only enter into a multiple assignment where the subsequent assignment is at the same grade and level within the Award.
- (c) Where an employee has multiple assignments, the employee will progress from one increment (year step) to the next increment in accordance with subclauses 5(c) and (d) and 13(f).

#### **Multiple Assignments within a single Public Health Organisation**

- (d) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
  - (i) 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 of Duty**

- (ii) The combined total number of ordinary hours worked under an employee’s multiple assignments will be in accordance with the provisions of Clause 4, Normal Duties, Part A (General).

- (iii) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in Clause 4, Normal Duties, Part A (General), they will be considered as a full time employee for the purposes of the Award and:
- (iv) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in (d) (ii) of this subclause, the provisions of Clause 13, Part Time Employment and Arrangements, shall apply.

#### **Leave**

- (v) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (vi) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (b) of Clause 19 - Sick Leave.
- (vii) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in (d)(ii) of this subclause, the additional leave shall accrue from both assignments in accordance with the provisions of Part A, clause 17 - Annual Leave.
- (viii) Service in all assignments will be recognised for the purposes of entitlements under Clause 22 - Maternity, Adoption and Parental Leave.
- (ix) 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**

- (x) 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 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
- (xi) 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.
- (xii) 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.
- (xiii) Before accepting any change in roster or undertaking additional hours 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 where these will impact on the employee's roster in the other assignment without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

#### **Multiple Assignments Across Different Public Health Organisations**

- (e) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (c) of this clause (regarding incremental progression) and:
- (i) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Staff Specialist who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
  - (ii) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.
  - (iii) Service in all assignments will be aggregated for the purposes of calculating long service leave entitlements under the Award.
  - (iv) Service in all assignments will be recognised for the purposes of entitlements under Clause 22 - Maternity, Adoption and Parental Leave.
  - (v) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave as provided in Clause 20.
  - (vi) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
  - (vii) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (d) of this clause shall apply to those assignments which are within a single Public Health Organisation.

#### **Changes to the composition of Public Health Organisations**

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

### **5. Salary**

- (a) A full-time Staff Specialist will be paid the salary as set out in Schedule 1 of Part B, Monetary Rates, of this Award.

- (b) A Postgraduate Fellow will be paid the salary as set out in Schedule 1 Part B, Monetary Rates, of this Award.
  - (c) A Staff Specialist will progress to the next incremental step on the anniversary date of his/her commencement as a Staff Specialist pursuant to clause 2, Definitions.
  - (d) This clause does not preclude the Employer, at the Employer's sole discretion:
    - (i) initially appointing a Staff Specialist to a higher step within the Staff Specialist range; or
    - (ii) accelerating a Staff Specialist through the steps within the Staff Specialist range irrespective of the length service.
- Such accelerated progression does not include the Senior Specialist rate, which can only be accessed by appointment to a Senior Specialist position, in accordance with the definition in clause 2 of this Award.
- (e) The weekly rate will be ascertained by dividing the annual salary by 52.17857.
  - (f) The hourly rate for calculation of penalty rates will be 1/40th of the weekly rate.
  - (g) Except as provided for elsewhere in this Award and other relevant industrial instruments, the salary set out in Part B, Schedule 1, Rates of Pay, of this Award will be full compensation for all aspects and hours of work.

#### **6. Salary Sacrifice - Definition**

For the purposes of clauses 7, 8, 9, 10 "salary sacrifice" means the reduction in legally payable salary and allowances in exchange for benefits provided by the Employer.

#### **7. Salary Sacrifice**

In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.

- (a) Subject to the other provisions of this clause, Staff Specialists may salary sacrifice from the range of benefits the Secretary of the NSW Ministry of Health and Federation agree upon from time to time.
- (b) Salary sacrifice arrangements must be formalized by an agreement between the Staff Specialist and the employer.
- (c) The salary sacrifice agreement must be prospective, that is, the agreement must be made prior to the commencement of the period of service to which the earnings relate.
- (d) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed.
- (e) The fringe benefits tax on the benefits chosen by the Staff Specialist that would have been payable except for the public hospital fringe benefit exemption status, will be calculated for each Staff Specialist who enters into a salary sacrifice arrangement. This amount will be divided equally between the Employer and the Staff Specialist.
- (f) Any fringe benefits tax applicable to the benefits packaged by a Staff Specialist will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.

- (g) The administration cost of each salary sacrifice agreement will be shared equally by the Employer and the participating Staff Specialist. The Staff Specialist's share will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (h) Subject to clause 9, the total amount sacrificed in any salary sacrifice agreement may be up to 100% of the Staff Specialist's superannuable salary.
- (i) Any allowance, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this Award or applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this Award.
- (j) Any pre-tax or post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. 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.

### 8. Salary Sacrifice for Superannuation

- (a) In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.
- (b) Consistent with the provisions of clause 7. Salary Sacrifice, a Staff Specialist may elect, subject to the agreement of the Staff Specialist's employer, to sacrifice a part or all of his/her superannuable salary to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to clause 9, the amount sacrificed may be up to 100% of the superannuable salary.
- (c) Where the Staff Specialist has elected to sacrifice a part or all of that superannuable salary to additional employer superannuation contributions:
  - (i) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (ii) Any allowance, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this Award or any applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this Award.
- (d) The Staff Specialist may elect to have the amount of superannuable salary which is sacrificed to additional superannuation contributions:
  - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.



- (e) Where a Staff Specialist elects to salary sacrifice in terms of subclause (d) above, the employer will pay the specified amount into the relevant superannuation fund.
- (f) Where the Staff Specialist is a member of a superannuation scheme established under:
  - (i) the *Police Regulation (Superannuation) Act 1906*;
  - (ii) the *Superannuation Act 1916*;
  - (iii) the *State Authorities Superannuation Act 1987*;
  - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (v) the *First State Superannuation Act 1992*.

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

- (g) Where, prior to electing to sacrifice a part or all of his/her superannuable salary to superannuation, a Staff Specialist had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the superannuable salary to the same extent as applied before the Staff Specialist 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.
- (h) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. 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.

#### **9. Limitation on the Amount to Be Sacrificed**

If a Staff Specialist sacrifices under both clauses 7 and 8, the total amount to be sacrificed may be up to 100% of the superannuable salary.

#### **10. Exclusions**

For the individuals named in Part C, Schedule 1, to this Award, the provisions of clauses 6, 7, and 9 will be applied with certain modifications, while they remain in the positions they occupy as at 22 October 1999. The details of the modifications are set out in Schedule 1 of Part C, Other Matters, of this Award. Those individuals who move to new positions or who elect to be removed from Schedule 1, Part C Other Matters will be entitled to the provisions of clauses 6, 7, and 9 without modification and will have no right of reversion to the previous provisions.

#### **11. Managerial Allowance**

- (a) It is an expectation that a certain level of management responsibility is an essential part of the duties of a Staff Specialist.
- (b) In addition to the salaries prescribed by this Award, a Staff Specialist required by the Employer to undertake additional responsibilities specifically associated with the management of a unit, department or service shall be paid an additional allowance as set out in Schedule 2 of Part B to this Award.
- (c) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all, of the following:

- (i) cost centre management including budget preparation and management of allocated budget
  - (ii) participation in planning and policy development
  - (iii) responsibility for the co-ordination of research, training or teaching programs
  - (iv) membership and participation in senior executive management teams
- (d) The Managerial Allowance at the Level 1 rate is payable to Staff Specialists who satisfy the criteria in (c) and who are specifically required by the Employer to undertake these additional managerial responsibilities. It is expected that a Staff Specialist receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff (including other Staff Specialists, Career Medical Officers and Junior Medical Officers where staff from these classifications are in the unit, service or department being managed), allocation of duties, approval of staff rosters, implementation of the provisions of clause 12, Performance Agreement, in respect of other Staff Specialists in the unit, service or department being managed, monitoring of hours worked and other performance management matters. It is also expected that a Staff Specialist receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.
- (e) The Managerial Allowance at the Level 2 rate is payable to those Staff Specialists satisfying the criteria in (c) and (d) who, in the assessment of the Employer, have significant additional managerial responsibilities involving multiple units, services or departments, e.g. Divisional responsibility.
- (f) The Managerial Allowance at the Level 3 rate is payable to those Staff Specialists who, in addition to satisfying the criteria in (e), have a level of managerial responsibility deemed by the Employer to require an allowance at the Level 3 rate, e.g. Area-wide responsibility. It is recognised that managerial responsibilities at this level may not involve the duties at a Department or unit level outlined in (d).
- (g) The Managerial Allowances are not cumulative and are only payable for the period in which the Staff Specialist has been allocated the additional managerial responsibilities by the Employer.
- (h) Managerial allowances may be withdrawn with one month's notice by the Employer if it determines that it no longer requires the Staff Specialist to undertake the relevant managerial responsibilities. This subclause does not apply to Staff Specialists who have been appointed to a position where the managerial duties for which the allowance is paid are an intrinsic part of the substantive position.
- (i) The Managerial Allowances shall be paid during paid absences on approved leave, on termination of employment including voluntary redundancy (on the basis of pro rata the annual amount for each week of paid leave) and for superannuation.
- (j) The Employer may direct a Staff Specialist, as a condition of receiving the managerial allowance, to attend training intended to support and improve management skills and competencies.

## 12. Performance Agreement

- (a) Each full-time and part-time Staff Specialist will have a written annual Performance Agreement developed jointly by the Staff Specialist and his/her designated supervisor and signed by the Chief Executive (however called) of the relevant Public Health Organisation or his or her nominee. The standard format to be used for performance agreements is annexed to this Award.
- (b) The Performance Agreement will be developed and completed within one month of the offer of a draft performance agreement. A Staff Specialist who at the time of making of this Award does not have a written Performance Agreement, will develop and complete a Performance Agreement within one month of the offer of a draft performance agreement.
- (c) In the event that agreement is not reached within a further 2 weeks, the matter must be resolved in accordance with the provisions of clause 3, Issues Resolution, of this Award.

- (d) The Staff Specialist and his/her designated supervisor will jointly review the Staff Specialist's performance under the Performance Agreement once in each 12 month period. Each review is to include an evaluation of the Staff Specialist's level of achievement of any specified service improvement objectives which are agreed between the Staff Specialist and his/her supervisor.
- (e) A Performance Agreement will include, but not necessarily be limited to, the following:
- Details of the time and place that the normal duties are to be worked.
  - The nature of work to be performed during normal duties, (whether that is clinical, teaching, administrative, research, quality improvement or other activities).
  - The anticipated on call frequency and roster.
  - Any specific call back requirements.
  - Private billing expectations for Level 1 Staff Specialists.
  - Any agreement on the amount of time that the Staff Specialist will be released from Normal Duties e.g. to undertake college and other professional association activities.
  - Where appropriate, any financial, activity targets or health targets.
  - Specific commitments and standards from the Employer for the provision of clinical support, including staff, equipment, facilities and billing.
  - Expectations in respect of management responsibilities, quality improvement and clinical governance activities, post graduate and undergraduate teaching activities, continuing education, research, health outcomes.
  - Any part-time working arrangement in accordance with clause 13 of this Award or outside practice approvals in accordance with clause 15 of this Award.
- (f) The parties agree that clinical, research, teaching, administrative, quality improvement and managerial duties are important aspects of the Normal Duties of a staff specialist. The allocation of time to perform these duties will form part of the performance agreement process and be reviewed as part of the performance agreement review process.

### **13. Part-time Employment and Arrangements**

- (a) Staff Specialists covered by this Award may, with the approval of the Employer, work part-time with the Employer by entering into a written Part-time Working Arrangement which may be varied from time to time by agreement.
- (b) The minimum period of work under a part-time working arrangement is 0.1 full-time equivalent (FTE).
- (c) Part-time Working Arrangements can either be on an on-going basis or for a fixed term (with subsequent return to full-time hours for permanent Staff Specialists). The type of working arrangement must be specified in the Part-time Working Arrangement and if the arrangement is for a fixed term, then the period of time must also be specified.
- (d) Transfer from an on-going Part-time Working Arrangement to full-time employment, or early termination of a fixed term Part-time Working Arrangement (with consequential return to full-time employment for permanent Staff Specialists) must be by agreement between the Staff Specialist and the Employer and recorded in writing.
- (e) A Staff Specialist employed under a Part-time Agreement pursuant to this clause will be entitled to accrue all entitlements including salary on a proportionate basis to a Staff Specialist employed on a full-time basis.

- (f) A Staff Specialist who works pursuant to a Part-time Agreement will progress to the next incremental step every 12 months from the date of the Staff Specialists commencement of employment, provided the work performed by the Staff Specialist extraneous to the Part-time Agreement is commensurate with the experience of a full-time Staff Specialist and is acceptable to the Employer. This subclause does not preclude accelerated progression.
- (g) Staff Specialists employed pursuant to a Part-time Working Arrangement must participate in the on-call roster to a reasonable extent. The on-call obligations of part-time Staff Specialists will be, wherever practicable, aligned to the part-time Staff Specialist's normal duties.
- (h) In determining reasonable on-call rosters for part-time Staff Specialists, consideration should be given to the level of on-call participation applicable to full-time and part-time Staff Specialists on the same on-call roster.
- (i) A Staff Specialist is required to provide a minimum notice period of three months when requesting the Employer's approval to reduce from full-time to part-time employment, or to reduce a fractional appointment. The Employer may consider a lesser period of notice of the request where pressing personal circumstances apply.

#### 14. Work Location

- (a) Subject to the provisions of this clause, a Staff Specialist may be required by the Employer to work at any of the hospitals, institutions or other health services conducted by the relevant public health organisation.
- (b) Before a requirement under subclause (a) above is made, the Employer will ensure that:
  - (i) the Staff Specialist is consulted in regard to the proposal to require work at another location;
  - (ii) the duties are consistent with the Staff Specialist's area of specialty, expertise and seniority and the Labour Flexibility clause of this Award;
  - (iii) the travel requirements are reasonable having regard to:
    - (1) the number of work locations,
    - (2) the frequency of attendance at each work location,
    - (3) the distance of those work locations from the Staff Specialist's place of residence at the time the Staff Specialist accepted his/her offer of appointment as a Staff Specialist, and
    - (4) the travelling time normally involved in attending the place of work at the time of making this Award;
  - (iv) while it is generally expected that Staff Specialists will not be required to provide services at more than two locations, in particular specialties, geographic circumstances or networking arrangements, Staff Specialists may be required to provide services at more than two locations;
  - (v) a Staff Specialist required to work at another location will have access to the same parking arrangements as those provided to other Staff Specialists at that location and shall be reimbursed by the Employer for any additional parking fees or road tolls paid as a consequence of working at more than one location;
  - (vi) where on call duties are rostered, the Staff Specialist is capable of returning to the workplace within a reasonable timeframe for an emergency call back (a change of the Staff Specialist's place of residence does not exempt the Staff Specialist from the on call obligations established at the time of his or her appointment or the obligations in place at the time of the making of this Award);

- (vii) wherever practicable, on-call obligations are aligned to the Staff Specialist's normal duties. There shall be no additional on call obligations placed upon a Staff Specialist by reason of any requirement arising from this clause. In determining on-call rosters, consideration should be given to the level of on-call participation of other Staff Specialists on the same on-call roster;
- (viii) the letter of appointment and/or the performance agreement will specify the locations where the Staff Specialist will be required to provide services. Where the Employer requires a Staff Specialist to commence work at an additional location not specified in the letter of appointment/annual performance agreement, the Employer will give 3 months notice;
- (ix) regard is given to any family, carer or other personal responsibilities identified by the Staff Specialist so as to minimise any potential adverse impacts on those responsibilities;
- (x) a Staff Specialist required to work at another location will not be financially disadvantaged in regard to drawings, accounting fees for partnerships and reimbursement of medical indemnity payments made from the No.1 Account, as a result of any such requirement;
- (xi) the relevant factors for determining financial disadvantage will be:
  - (1) Drawings - percentage of maximum drawings paid to the Staff Specialist averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect;
  - (2) Accounting fees for partnerships - the accounting fees for partnerships reimbursement received by or paid on behalf of the Staff Specialist, relative to her/his partnership share, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect; and
  - (3) Medical indemnity payments - percentage of indemnity reimbursement received by or paid on behalf of the staff specialist relative to the amount claimed where any differential is as a result of insufficient funds available in the No.1 Account, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect.

Where financial disadvantage occurs in relation to drawings, accounting fees for partnerships and medical indemnity reimbursement in accordance with these comparators, the Employer will provide supplementary funding to fully alleviate the financial disadvantage.

The supplementary funding, when provided, will be for an initial period of five years. At the conclusion of the five year period, the supplementary funding may be continued by approval of the Secretary of the NSW Ministry of Health.

- (xii) adequate resources are made available to the Staff Specialist at the additional work location;
- (xiii) the next annual performance review process will be the means of determining whether non-clinical time should be changed as a result of the requirement to work at another location;
- (xiv) reporting lines are clearly specified for each location at which the Staff Specialist is required to work;
- (xv) the requirement for a staff specialist to work at another location will not impose an unreasonable workload on the staff specialists remaining at the primary work location.

- (c) In the event that a Staff Specialist is required to work at an additional location and the Staff Specialist contends that the requirement is unreasonable and/or would have a harsh or unfair impact, the Staff Specialist may invoke the Issue Resolution clause of this Award.
- (d) These arrangements in no way proscribe the Employer's capacity to direct a Staff Specialist to temporarily work at a location other than the Staff Specialist's primary work location or locations where there is an emergency situation, subject to the Employer considering any personal circumstances that may be raised by the Staff Specialist.

#### **15. Outside Practice and Other Business Activities**

- (a) A full-time Staff Specialist must seek the Employer's approval to engage in medical practice, paid employment or other business activities otherwise than with the Employer.
- (b) Any such approval must be in writing, may be time limited, and must not conflict with the Staff Specialist's commitments to the Employer or obligations under the Code of Conduct issued by the Ministry of Health as varied from time to time.
- (c) Details of the proposed outside practice commitments, including the location, employer (if any), working times, duration of work, and any on-call commitments must be included in the request for approval.
- (d) Part-time staff specialists must notify the Employer of any outside practice (including services provided for another public health organisation or Division of the NSW Health Service). Where the Employer has identified a conflict of interest, or a significant risk of a conflict of interest or conflict with the employer's duty of care arising, and the staff member refuses to cease, or to make necessary adjustments to, his or her outside practice, the Employer may take action to resolve the conflict consistent with any applicable Ministry policies and the Code of Conduct as varied from time to time.
- (e) Subject to any commercial arrangement, a Staff Specialist is not to use any of the Employer's staff or property for activities associated with any outside practice they may undertake.
- (f) No outside practice is to be performed by a Staff Specialist during the span of hours designated for the performance of normal duties as applicable to him or her.

#### **16. Postgraduate Fellow**

- (a) Appointment as a post-graduate fellow will be limited to one year with eligibility for re-appointment on an annual basis for a maximum of 3 years unless there is specific agreement between the individual and the Employer for a lesser period.
- (b) Remuneration will be as outlined in Schedule 1 of Part B Monetary Rates of this Award.
- (c) Post-graduate fellows will be entitled to all other provisions of this Award as if they were appointed as a Staff Specialist, except for salary.

#### **17. Annual Leave and Annual Leave Loading**

##### **A. Annual Leave**

- (a) All Staff Specialists shall be allowed 5 weeks annual leave on full pay in respect of each 12 months service with the Employer plus 1 day on full pay in respect of each public holiday occurring within the period of such leave.
- (b) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award and who are required to work on Sundays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each shift so worked as follows:

if 30 or more Sunday shifts have been worked - one week;

if less than 30 have been worked - leave proportionately calculated on the basis of 40 hours leave for 30 such shifts worked.

- (c) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to the 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 Staff Specialist be postponed for a further period not exceeding 6 months.
- (d) If the Staff Specialist and the Employer so agree, the annual leave or any such separate period may be taken wholly or partly in advance, before the Staff Specialist 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 12 months in respect of which the annual leave or part thereof has been so taken.
- (e) Except as provided by this clause, payment shall not be made by the Employer to a Staff Specialist in lieu of any annual leave or part thereof nor shall any such payment be accepted by the Staff Specialist.
- (f) Subject to the provisions of the New South Wales Annual Holidays Act 1944, the Staff Specialist and the Employer should determine a mutually agreeable date from which annual leave is to be taken and unforeseen circumstances excepted, agreement should be reached two months prior to the commencement of the annual leave.
- (g) The Employer shall pay each Staff Specialist before entering upon annual leave his/her salary for the period of leave if requested by the Staff Specialist, otherwise, the payment will be made in the usual pay period.
- (h) Where the employment of a Staff Specialist is terminated, the Staff Specialist shall be entitled to receive proportionate payment for each completed month of service at the salary which such Staff Specialist is entitled under this Award.
- (i) Where the annual holiday under this clause or any part thereof has been taken in advance by a Staff Specialist pursuant to subclause (d) of this clause, and
  - (i) the employment of the Staff Specialist terminates before he/she has completed the year of employment in respect of which such annual holiday or any part was taken; and
  - (ii) the sum paid by the Employer to the Staff Specialist as ordinary pay for the annual holiday or any part so taken in advance exceeds the sum which the Employer is required to pay to the Staff Specialist under subclause (g) of this clause;

the Employer shall not be liable to make any payment to the Staff Specialist under the said subclause (g), and shall be entitled to deduct the amount of such excess from any remuneration payable to the Staff Specialist upon the termination of the employment.

#### B. Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties

- (a) Staff Specialists who become entitled to and take annual leave pursuant to Part A of this clause, shall be paid ordinary salary plus either:
  - (i) an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks ordinary salary, not exceeding the amount equivalent to 17.5% of four weeks ordinary salary for maximum salary of Clerk Grade 12 under the provisions of the Crown Employees (Administrative and Clerical Officers - Salaries 2007) Award varied from time to time; or

- (ii) in the case of a Staff Specialist employed in a specialty or category specified in Part C, Schedule 3, to this Award who would have earned shift allowances and/or weekend penalties in excess of the amount of annual leave loading indicated in paragraph (a)(i) above, had he/she not taken annual leave; those shift allowances and weekend penalties relating to the ordinary time the Staff Specialist would have earned had he/she not taken 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 a Staff Specialist who becomes entitled to take annual leave pursuant to subclause (a) of Part B, of this clause and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in paragraph (a)(i) of Part B, of this clause 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 the maximum amount calculated for the same broken period, is to be paid to the Staff Specialist in addition to ordinary salary for the period.
- (c) In respect of a Staff Specialist employed in a specialty or category specified in Part C, Schedule 3, of this Award, who becomes entitled to take annual leave pursuant to Part A of this clause, and who takes that annual leave in broken periods, the entitlement to annual leave loading and the maximum amount are to be calculated in the same way as indicated in subclause (b) of Part B of this clause, for the period of annual leave being taken compared with the ordinary time shift allowances and weekend penalties the Staff Specialist 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 Staff Specialist in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in subclauses (a) (b) and (c) of Part B of this clause 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 provided for in subclause (f) of Part B of this clause), and excludes allowances, penalty or disability rates, commission, bonuses or incentive payments 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 a Staff Specialist who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her 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 wholly or partly in advance. Staff specialists employed in a specialty or category specified in Part C, Schedule 3, of this Award 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 annual leave loading under this subclause.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to a Staff Specialist who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement).
- (h) Upon retirement of a Staff Specialist or upon termination by the Employer of a Staff Specialist for any reason other than misconduct, the Staff Specialist shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays pursuant to subclause (b) of Part A of this clause, no annual



leave loading is payable. Staff specialists employed in a specialty or category specified in Part C, Schedule 3, of this Award are to be paid, in addition to ordinary salary for such annual leave period/s the ordinary time shift allowances and weekend penalties the Staff Specialist 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).

C. Pay out of Additional Accrued Annual Leave

- (a) The provisions of subclauses 17(A)(a) and 17(A)(b) above entitle Staff Specialists to paid annual leave additional to that available under clause 3(1)(b) of the *Annual Holidays Act 1944*, which is four weeks paid leave per annum. A Staff Specialist entitled to such additional paid annual leave can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave. This can include additional annual leave accrued through recognised prior service in a classification other than as a Staff Specialist, provided that such leave is additional to that available under clause 3(1)(b) of the *Annual Holidays Act 1944*.
- (b) Such salary for the period of additional leave paid out will be calculated in the manner detailed at subclause (g) below.
- (c) A Staff Specialist electing to be paid an amount equivalent to the value of such accrued additional annual leave in lieu of taking the additional leave shall make such request in writing, which for this purpose can include electronic requests.
- (d) Each election for cashing in additional leave shall be by way of a separate request. Payment shall be made provided the request is received by the employer with a minimum of four weeks' notice, with the payment being effected on the next usual pay day for that employee following the conclusion of such minimum notice.
- (e) An election to cash in additional leave is purely at the volition of the Staff Specialist.
- (f) The amount of accrued additional annual leave to be cashed in will be at the discretion of the requesting Staff Specialist, who may nominate a number of hours or days or weeks. Such nomination will be for a minimum of 40 hours/ five days/one week of additional annual leave.
- (g) Payment of accrued additional annual leave shall occur as follows:

(i) Staff Specialists Level 1

Cashing in is at the rate that would have been otherwise payable if the annual leave was actually taken. This rate is the applicable salary as set out in Part B Schedule 1 'Salary Rates' of this Award, plus the Special Allowance and the Level 1 Private Practice Allowance specified in the Staff Specialists Determination, as varied from time to time.

Such payment will include those additional components considered salary for all purposes e.g. Managerial Allowance; Emergency Physician Allowance where payable to the Staff Specialist.

(ii) Staff Specialists Levels 2 and 3

Cashing in is at the rate determined by the applicable salary as set out in Part B Schedule 1 'Salary Rates' of this Award, plus the Special Allowance, and the relevant Level 2 or Level 3 Private Practice Allowance specified in the Staff Specialists Determination, as varied from time to time, but does not include any drawing rights payable pursuant to the rights of private practice provisions of the Staff Specialists Determination.

Such payment will include those additional components considered salary for all purposes e.g. Managerial Allowance, where payable to the Staff Specialist.

## (iii) Staff Specialists Levels 4 and 5

Cashing in is at the rate determined by the applicable salary as set out in Part B Schedule 1 'Salary Rates' of this Award, plus the Special Allowance, as varied from time to time, but does not include any drawing rights payable pursuant to the rights of private practice provisions of the Staff Specialists Determination.

Such payment will include those additional components considered salary for all purposes e.g. Managerial Allowance, where payable to the Staff Specialist.

**18. Long Service Leave**

## (a) Entitlement and Accrual

- (i) After service for 7 years or more but not more than 10 years, a Staff Specialist is entitled to Long Service Leave, proportionate to his or her length of service, calculated at the rate of 2 months on full pay for 10 years served.
- (ii) After service for more than 10 years, a Staff Specialist is entitled to Long Service Leave under subclause (i) above in respect of the first 10 years and additional long service leave, proportionate to his or her length of service, calculated at the rate of 5 months on full pay for each 10 years served after the first 10 years.

## (b) Definition of Service

- (i) For the purposes of this clause:
  - (1) service shall mean continuous service with the Employer (as defined by this Award),
  - (2) continuous service shall have the same meaning as in Schedule 2 of the *Government Sector Employment Regulation 2014* as varied from time to time,
  - (3) prior government service will be recognised in accordance with the provisions outlined in Schedule 2 of the *Government Sector Employment Regulation 2014* as varied from time to time.
- (ii) Broken periods of service with the Employer in one or more public health organisations shall count as service.
- (iii) Service shall not include any period of leave without pay except in the case of Staff Specialists 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 6 months taken after 22 August 1972.

## (c) Taking Long Service Leave

- (i) A staff specialist with an entitlement to long service leave may elect to access such entitlement:
  - (1) on full pay;
  - (2) on half pay; or
  - (3) on double pay.
- (ii) When a Staff Specialist takes long service leave, the leave entitlement will be deducted on the following basis:
  - (1) a period of leave on full pay - the number of days so taken;

- (2) a period of leave on half pay - half the number of days so taken; or
  - (3) a period of leave on double pay - twice the number of days so taken.
  - (iii) If a public holiday occurs whilst a Staff Specialist is taking long service leave and the Staff Specialist would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.
  - (iv) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Staff Specialist.
- (d) Payment on Termination
- (i) On the termination of employment of a Staff Specialist with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Staff Specialist 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 Staff Specialist at the date of such termination.
  - (ii) Where a Staff Specialist who has acquired a right to long service leave, or after 5 years and less than seven years service, dies, the Staff Specialist's estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such Staff Specialist had his/her services been terminated as referred to in subclause (d)(i) of this clause, and such monetary value shall be determined according to the salary payable to the Staff Specialist at the time of his/her death.
  - (iii) Where the services of a Staff Specialist with at least 5 years service but less than seven years service, are terminated by the Employer for any reason other than the Staff Specialist's serious and wilful misconduct, or by the Staff Specialist 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 2 months long service leave for 10 years service.
- (e) Preservation of Rights to Long Service Leave
- (i) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the commencement of this Award may have accrued or may be accruing to a Staff Specialist and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Award.
  - (ii) Where a Staff Specialist 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 Staff Specialist may be entitled pursuant to this clause.
- (f) Accrual of other entitlements whilst on long service leave
- (i) During a period of long service leave on half pay, a Staff Specialist will continue to accrue at the full-time equivalent rate except for annual leave that will accrue at the rate of 50%.
  - (ii) During a period of long service leave on double pay, a Staff Specialist will continue to accrue at the full-time equivalent rate including annual leave which will accrue at the single time rate.

### 19. Sick Leave

A full-time Staff Specialist shall be entitled to sick leave on full pay calculated by allowing ten working days for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions;

- (a) the Employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the Employer or may require other satisfactory evidence of the sickness.

- (b) a Staff Specialist shall not be entitled to sick leave until after 3 months' continuous service.
- (c) a Staff Specialist shall not be entitled to sick leave on full pay for any period in respect of which such Staff Specialist is entitled to workers' compensation; provided, however, that the Employer shall pay to a Staff Specialist who has a sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. The Staff Specialist's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 1 week which the difference paid bears to full pay.
- (d) for the purposes of this clause "service" means service in any of the positions covered by this Award, provided that any person who was employed by the Employer immediately prior to becoming a Staff Specialist in any position covered by this Award shall be entitled to add to his/her service under this Award the service that he/she has had under any other award/agreement covering his/her employment by the Employer provided that Staff Specialists who are employed by the Employer 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, and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.
- (e) The Employer shall not terminate the services of a Staff Specialist, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that a Staff Specialist is fit to continue in employment and the Staff Specialist refuses to resume duty.
- (f) If a dispute arises as to whether a Staff Specialist is fit to continue in employment, such dispute shall be addressed in accordance with clause 3, Issue Resolution.
- (g) An employee who ceases employment in one public health organisation and within two months of the last day of service commences employment in another public health organisation does not lose any accrued but untaken sick leave.

## 20. Family and Community Services Leave

- (a) General
  - (i) 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.
  - (ii) The appropriate Chief Executive or authorised delegate may grant FACS leave to a Staff Specialist:
    - (1) to provide care and/or support for sick members of the Staff Specialist's relatives or household; or
    - (2) for reasons related to the family responsibilities of the Staff Specialist (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 Staff Specialist (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 a Staff Specialist 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).
- (iii) FACS leave replaces compassionate leave.
- (iv) A Staff Specialist is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate 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.

(b) Entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to a Staff Specialist 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 Staff Specialist since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) FACS leave is available to part-time Staff Specialists on a pro rata basis, based on the percentage of the full-time salary the Staff Specialist receives.

(c) 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 a Staff Specialist on the death of a relative or member of a household as defined in subclause (a) (i) of this clause.

(d) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant a Staff Specialist other leave entitlements for reasons related to family responsibilities or community service of the Staff Specialist.

A Staff Specialist may elect, with the consent of the Employer, to take annual leave; long service leave; or leave without pay.

### 20A. Family Violence Leave

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

## 21. Personal/Carer's Leave

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

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

- (i) a spouse of the Staff Specialist; or
- (ii) 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
- (iii) 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 Staff Specialist or spouse or de facto spouse of the Staff Specialist; or
- (iv) a same sex partner who lives with the Staff Specialist as the de facto partner of that Staff Specialist on a bona fide domestic basis; or
- (v) a relative of the Staff Specialist 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.

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

- (i) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the Staff Specialist being responsible for the care and support of the person concerned; and
  - (2) the person concerned being as defined in subclause (a) of this clause.

- (ii) A Staff Specialist 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.
  - (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by a Staff Specialist with responsibilities in relation to a person who needs their care and support.
  - (iv) The Chief Executive or authorised delegate 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 (iii) above.
  - (v) The Staff Specialist 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.
  - (vi) The Staff Specialist 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.
  - (vii) The Staff Specialist is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
  - (viii) The Staff Specialist 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 Staff Specialist, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Staff Specialist to give prior notice of absence, the Staff Specialist shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
  - (ix) In normal circumstances, the Staff Specialist must not take leave under this part where another person has taken leave to care for the same person.
- (c) Use of other leave entitlements

A Staff Specialist may elect, with the consent of the Employer, to take:

- (i) 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. A Staff Specialist and the 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. A Staff Specialist 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.
  - (ii) long service leave; or
  - (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of this clause.
- (d) Use of make-up time
- (i) A Staff Specialist may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Staff Specialist takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of normal duties hours defined in clause 4 of this Award, at the ordinary rate of pay.
  - (ii) A Staff Specialist on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Staff Specialist 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.

## 22. Maternity, Adoption and Parental Leave

### A. Maternity Leave

#### (a) Eligibility

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

A Staff Specialist 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-

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

#### (b) 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 a Staff Specialist's eligibility to receive paid maternity leave. For example, where a Staff Specialist 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 a Staff Specialist's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013*, as varied from time to time, will be recognised, provided that:

- (i) service was on a full-time or part-time basis;
- (ii) cessation of service with the former government sector agency was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (iii) the Staff Specialist commences duty with the Employer within two months of ceasing employment with the former government sector agency. Where there is such a break in service, such break will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

#### (c) Entitlement to Paid Maternity Leave

An eligible Staff Specialist 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 a Staff Specialist to take this period off work. However, if a Staff Specialist decides to work during the nine weeks prior to the date of birth it is subject to the Staff Specialist 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 a Staff Specialist to remain on full pay for that period.

(d) Unpaid Maternity Leave

(i) Full-time and part-time Staff Specialists 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.

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

(e) Applications

A Staff Specialist who intends to proceed on maternity leave should formally notify the 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.

(f) Variation after Commencement of Leave

After commencing maternity leave, a Staff Specialist may vary the period of her maternity leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen days' before the start of the extended period. The Employer may accept less notice if convenient.

A Staff Specialist 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*.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of a Staff Specialist on maternity leave must be informed that the Staff Specialist has the right to return to her former position. Additionally, since a Staff Specialist 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 Staff Specialist elects to return to duty, whichever occurs first.

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

When the Staff Specialist 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 Staff Specialists 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 Staff Specialist 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.

(i) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy a Staff Specialist 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 a Staff Specialist 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 Staff Specialist then commences maternity leave with the normal provisions applying.

(j) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, a Staff Specialist cannot carry out the duties of her position, the 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 a Staff Specialist is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(k) Miscarriages

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

(l) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) a Staff Specialist 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.

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

A Staff Specialist 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 a Staff Specialist return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(n) Right to Return to Previous Position

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

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

(o) Further Pregnancy While on Maternity Leave

Where a Staff Specialist becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If a Staff Specialist 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

A Staff Specialist who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (d)(i) of Part A of this clause or subclause (a)(ii) 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).

A Staff Specialist 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 (a)(iii) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.

A Staff Specialist who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under subclause (a)(iii) 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**

(a) Eligibility

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

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

A Staff Specialist 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

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

(b) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(c) Entitlement

(i) Paid Adoption Leave

Eligible Staff Specialists 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 a Staff Specialist to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible Staff Specialists 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 Staff Specialist and the employer.

(d) Applications

Due to the fact that a Staff Specialist may be given little notice of the date of taking custody of a child, Staff Specialists 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.

(e) Variation after Commencement of Leave

After commencing adoption leave, a Staff Specialist 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 the Employer may accept less notice if convenient.

(f) Staffing Provisions

As per maternity leave conditions.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(h) Right to return to Previous Position

As per maternity leave conditions.

**C. Parental Leave**

(a) Eligibility

To be eligible for parental leave a full-time or part-time Staff Specialist 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.

A Staff Specialist 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-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or

- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act (NSW) 1987* as varied from time to time.

(b) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(c) Entitlements

Eligible Staff Specialists 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:

- (i) 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
- (ii) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (iii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
  - at the Staff Specialists 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.
- (iv) Extended parental leave cannot be taken at the same time as the Staff Specialist's spouse or partner is on maternity or adoption leave except as provided for in paragraph (a)(i) 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 a Staff Specialist to remain on full pay for that period.

(d) Applications

A Staff Specialist 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.

- (i) In the case of extended parental leave, the Staff Specialist should give written notice of the intention to take the leave.
- (ii) The Staff Specialist 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 Staff Specialist. In such an instance, the Staff Specialist should notify the employer as early as practicable.
- (iii) The Staff Specialist 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.
- (iv) In the case of extended parental leave, the Staff Specialist must, before the start of leave, provide a statutory declaration by the Staff Specialist 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.
- (e) Variation after Commencement of Leave -
- After commencing parental leave, a Staff Specialist 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 the Employer may accept less notice if convenient.
- (f) Effect of Parental Leave on Accrual of Leave, Increments etc.
- As per maternity leave conditions.
- (g) Right to Return to Previous Position
- As per maternity leave conditions.

#### **D. Right to Request**

- (a) A Staff Specialist entitled to maternity, adoption or parental leave may request the Employer to allow the Staff Specialist:
- (i) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) 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 Staff Specialist in reconciling work and parental responsibilities.
- (b) The Employer shall consider the request having regard to the Staff Specialist's circumstances and, provided the request is genuinely based on the Staff Specialist's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Staff Specialist's request and the Employer's decision made under paragraphs (a)(ii) and (iii) must be recorded in writing.
- (d) Where a Staff Specialist wishes to make a request under paragraph (a)(iii):
- (i) the Staff Specialist is to make an application for leave without pay to reduce their full-time weekly hours of work;
  - (ii) 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;
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the Staff Specialist'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.
  - (iv) Staff Specialists who return from leave under this arrangement remain full-time Staff Specialists.

**E. Communication During Leave**

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

**NOTE:**

- (a) Where a temporary Staff Specialist 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.

The Employer must not fail to re-engage a temporary Staff Specialist because:

the Staff Specialist or Staff Specialist's spouse is pregnant; or

the Staff Specialist is or has been immediately absent on parental leave.

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

- (b) **Liability for Superannuation Contributions**

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

**22A. Lactation Breaks**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) 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.
- (g) 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.

### **23. Telephones**

A Staff Specialist required by the Employer to have a telephone for the purposes of official duty at his/her home address shall, on presenting an account relating to that telephone be reimbursed -

- (a) three-quarters of the cost of the rental of the telephone; and
- (b) the cost of all official STD telephone calls or its equivalent.

No payment for residential fixed telephone will be made where the Employer has issued a mobile phone to the Staff Specialist (unless the Staff Specialist resides in an area with no mobile phone coverage).

### **24. Office, Secretarial and Administrative Support**

Staff Specialists will have access to such office, secretarial and administrative support as may be reasonably necessary to undertake the requirements of the position.

### **25. Specialist Medical Administrators**

- (a) Where the Employer determines that Fellowship of the Royal Australian College of Medical Administrators is an essential requirement for appointment to a position, the holder of that position will be appointed as a Staff Specialist in accordance with the arrangements set out below.
- (b) Pursuant to clause 5(c) of this Award, Staff Specialists appointed in accordance with this clause will progress to the next incremental step, up to and including Year 5, on the anniversary date of his/her commencement.
- (c) Appointment or progression to Senior Staff Specialist grade may occur when the Employer requires the Staff Specialist to have duties and responsibilities:
  - (i) across a Local Health District/Network; or
  - (ii) involving management of multiple services, units or department across two (2) or more facilities.
- (d) Specialist Medical Administrators paid in accordance with this clause are not entitled to the provisions of clause 11 Managerial Allowance.
- (e) Except as otherwise provided, Staff Specialists paid in accordance with this clause are entitled to the terms and conditions of employment applicable to Staff Specialists. Staff Specialists paid in accordance with this clause are not entitled to the terms and conditions of employment applicable to medical superintendents.



## 26. Labour Flexibility

- (a) The Employer may direct a Staff Specialist to carry out such duties as are reasonable, and within the limits of the Staff Specialist's skill, competence and training consistent with his/her classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (b) The Employer may direct a Staff Specialist to carry out such duties and use such equipment as may be required provided that the Staff Specialist has been properly trained or has otherwise acquired the necessary skills in the use of and equipment.
- (c) Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

## 27. Anti-Discrimination

- (a) 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.
- (b) 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.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a Staff Specialist because the Staff Specialist has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons 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 any State or federal jurisdiction.
- (e) 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.

## 28. Underpayment and Overpayment of Salaries

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

- (a) Underpayment:
  - (i) 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;
  - (ii) 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
- (i) 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.
  - (ii) 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.
  - (iii) 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.
  - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
  - (v) 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) (iii) 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.

### 29. Monthly Leave Return

Each Staff Specialist is required to provide a signed monthly leave return showing any leave taken in the previous month, to be certified by the relevant unit or service manager or the relevant hospital executive director/general manager.

### 30. Consultation Regarding Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Union and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
  - i. termination of employment;
  - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
  - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
  - iv. the alteration of hours of work for a class or group of employees; or
  - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the

employer, the Ministry of Health or the Secretary of the Ministry of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the GIPA Act).

- (c) The provision of communication during maternity, adoption or parental leave is in accordance with Clause 22E of this Award.
- (d) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

### 31. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the 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 2022 by a party to this Award.

### 32. Area, Incidence and Duration

- (a) This Award takes effect from 1 July 2021 and shall remain in force for a period of one year. The wage rates and allowances as outlined in the tables in Part B, Monetary Rates, will apply from the first full pay period on or after 1 July 2021.
- (b) This Award rescinds and replaces the Staff Specialists (State) Award 2019 and all variations thereof.
- (c) This Award shall apply to all Staff Specialists as defined in clause 2, Definitions, of this Award.

## PART B - MONETARY RATES

In the period 1 July 2021 to the commencement of the first full pay period on or after 1 July 2021, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2021

### SCHEDULE 1 - STAFF SPECIALISTS SALARY RATES

Staff Specialist	Frequency	Rates from first pay period on or after 01-Jul-2021 \$
<b>Staff Specialists</b>		
1	Annual	174,659
2	Annual	184,873
3	Annual	195,080
4	Annual	205,318
5	Annual	215,533
Senior	Annual	235,970
<b>Postgraduate Fellow</b>		
Postgraduate Fellow	Annual	202,885

### SCHEDULE 2 - ALLOWANCES

Managerial allowances	Allowance Description	Frequency	Rates from first pay period on or after 01-Jul-2021 \$
Level 1	Managerial Allowance	Annual	24,225
Level 2	Managerial Allowance	Annual	42,396

Level 3	Managerial Allowance	Annual	60,565
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## PART C - OTHER MATTERS

### SCHEDULE 1

#### SECTION A

1. List of individuals

The following individuals shall be entitled to the provisions of clauses 6, 7, and 9 of this Award with certain modifications, as set out below

Dr Peter Gale  
 Dr David Kirkpatrick  
 Dr Garry Nieuwkamp  
 Dr Martin Pallas  
 Dr Philip Watt  
 Dr David York

2. Election rights

(a) An individual named in paragraph 1 above may elect to access either: -

Option 1 - the provisions set out in paragraph 3 below, i.e. a modified form of the provisions of clauses 6, 7, and 9 of this Award; or,

Option 2 - on the condition that he/she forfeits the right to his/her existing motor vehicle arrangement, the provisions of clauses 6, 7, and 9 of this Award without modification.

(b) This election may be exercised prior to each salary sacrifice review date.

(c) Subject to:

(i) the conditions outlined in paragraph 3 below; and,

(ii) remaining in his/her current position (as at 22 October 1999); and,

(iii) retaining an entitlement to payment of the abnormal hours or managerial allowance (as the case may be);

an individual who elects Option 1 will be able to continue to trade the relevant allowance (abnormal hours or managerial) for the provision of a motor vehicle for full private and business use. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

(d) An individual who elects to access Option 2 will have no right of reversion to the existing motor vehicle arrangement. The parties agree that such an individual will be deemed to have had his/her name deleted from the list in paragraph 1 above until such time as the Award is varied to reflect that election.

3. Modifications

If an individual elects Option 1 in paragraph 2 above he/she may access the provisions of clauses 6, 7 and 9 of the Award subject to an additional contribution being made to the Employer in accordance with the following.

Each individual who elects Option 1 in paragraph 2 above shall contribute an amount equivalent to 55% of the average FBT liability for the motor vehicles provided as calculated for those individuals

participating in this option. Such calculation is to be based on the assumption that each individual is packaging the maximum permissible FBT exempt amount. This FBT calculation shall be made at the end of each FBT year and shall be applied to contributions for the following year.

## SECTION B

### 1. List of individuals

The following individuals shall be entitled to the provisions of clauses 6, 7, 8 and 9 of this Award with certain modifications, as set out below.

Dr Richard Burstal	Dr Adarsh Gill
Dr William Saul	Dr Ross Kerridge
	Dr Christopher Wake

### 2. Modifications

The individuals listed immediately above shall be entitled to the provisions of clauses 6-9 of the Award. In addition, whilst ever these individuals remain in their current positions (as at 22 October 1999) and retain an entitlement to payment of the abnormal hours allowance or managerial allowance (as the case may be), they shall be entitled to continue the current arrangements approved by the Secretary of the NSW Ministry of Health under which they forego payment of the abnormal hours allowance or managerial allowance (as the case may be), receive a motor vehicle under SES provisions and pay the difference up to the SES motor vehicle contribution rate. This entitlement is subject to payment of the full amount of fringe benefits tax payable by SES officers, i.e. the FBT exemption will not be shared between the Employer and the Staff Specialist. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

## SCHEDULE 2 - RECOGNISED AUSTRALASIAN SPECIALIST COLLEGES

Royal Australasian College of Surgeons

Royal Australasian College of Physicians

- Adult Medicine Division
- Australasian Chapter of Addiction Medicine
- Australasian Chapter of Palliative Medicine
- Australasian Chapter of Sexual Health Medicine
- Australasian Faculty of Public Health Medicine
- Australasian Faculty of Rehabilitation Medicine
- Australasian Faculty of Occupational and Environmental Medicine
- Paediatrics and Child Health Division
- Chapter of Community Child Health

Royal Australasian College of Medical Administrators

Royal Australian and New Zealand College of Obstetricians and Gynaecologists

Royal Australian and New Zealand College of Ophthalmologists

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

- Faculty of Radiation Oncology

Royal College of Pathologists of Australasia

Australian and New Zealand College of Anaesthetists

- Faculty of Pain Medicine

Australasian College of Dermatologists

College of Intensive Care Medicine of Australia and New Zealand

Australasian College for Emergency Medicine

Australasian College of Sports Physicians

**SCHEDULE 3 - SPECIALTIES OR CATEGORIES OF POSITIONS COVERED BY CLAUSE 4 (D)**

- (i) Emergency medicine

**ANNEXURE**

<b>PRO FORMA STAFF SPECIALIST PERFORMANCE AGREEMENT</b>
Name of Staff Specialist:
Name of Supervisor:
Date:
Work location(s):
Allocation of time at location(s):
Full-time or part-time:
Days on which normal duties are worked:
Nature of work to be performed during normal duties and time allocated:
Clinical:
Teaching:
Administrative:
Research:
Quality improvement:
Other:
Part-time Working Arrangement (Yes/No): attach approval if applicable
Outside practice (Yes/No): attach approval if applicable
Anticipated on call frequency and roster:
Any specific call-back requirements:

<p>Billing expectations (Level 1 only): (NB: categories of patients, clinics, etc, not financial targets.)</p>
<p>Financial, activity or health targets (where appropriate):</p>
<p>Specific commitments and standards from the Employer for the provision of:</p> <p>Clinical Support:</p> <p>Staff:</p> <p>Equipment:</p> <p>Facilities:</p> <p>Billing:</p>
<p>Expectations in respect of: Management responsibilities:</p> <p>Quality improvement/clinical governance:</p> <p>Teaching activities:</p> <p>Continuing education:</p> <p>Research:</p> <p>Health outcomes:</p>
<p>Twelve month review: Evaluation of level of achievement by supervisor:</p> <p>Signature:</p>
<p>Comments by Staff Specialist:</p> <p>Signature:</p>
<p>Signature of Chief Executive of the relevant public health organisation (or his/her nominee)</p> <p>Signature:</p>

N. CONSTANT, *Chief Commissioner*

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Printed by the authority of the Industrial Registrar.



(1912)

SERIAL C9431

**TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE  
CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS  
AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 187711 of 2021)

Before Chief Commissioner Constant

30 July 2021

**AWARD**

**PART A**

**Arrangement**

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

**PART B**

**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Director's Allowances

Table 3 - Nominated Supervisor's Allowance

**PART A**

**1. Definitions**

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

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

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

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

## 2. Salaries

2.1 Full time Teacher employees shall be paid the rates and allowances in the tables of Part B - Monetary Rates of this Award.

2.2 The minimum weekly salary payable to full-time teachers shall, subject to the other provisions of this Award, be calculated by dividing the per annum rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 52.17857.

(a) Three Years Trained Teachers

(i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

(b) Four Years Trained Teachers

(i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

2.3 Part-Time and Temporary Teachers

(a) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed by the salaries clause of each relevant calling, with a minimum payment of 3 hours for each start.

(b) The days of attendance and normal hours of work of a part-time teacher may be varied or increased at any time only by mutual agreement between the employer and the teacher. Such agreement will not be unreasonably withheld by either party.

(c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification. Where the temporary contract is 13 weeks or less, a loading of 10% shall be applied.

2.4 Casual Teachers

(a) The hourly rate of a casual teacher shall be calculated by dividing the weekly salary prescribed in 2.1 of this clause by 38. A loading of 10% shall then be added to the hourly rate. A casual teacher shall be paid a minimum of 2 hours for each engagement.

(b) The amount obtained by the operation of paragraphs (a) and (b) of this subclause is exclusive of the pro rata payment to which the teacher is entitled under the *Annual Holidays Act 1944*.

## 2.5 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer, shall upon engagement establish to the satisfaction of the employer, the length of their teaching service in any Pre-school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia. That period so established shall be taken to be the length of service for the purpose of that employment.
- (b) Teachers employed at the time of the making of this Award with existing recognised experience which may not directly fall into the categories as prescribed in paragraph (a) above, shall continue to have their experience recognised for the purposes of incremental progression.
- (c) For the purpose of calculating service:
  - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraph (a) of this subclause shall be counted as service.
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall total one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year).
  - (iii) The amount of service of a casual teacher shall be calculated as one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year). Casual service performed only in the preceding four years shall be included in determining incremental progression.

## 2.6 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows: -

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that they have had or will have conferred on them the diploma, degree or equivalent recognition of the completion of the course of training which makes them eligible to be so transferred.
- (b) Where an application is made under paragraph (a) above which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
  - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
  - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i) of this paragraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher salary scale.

- (d) A teacher shall be transferred to the higher salary scale on the following basis:
  - (i) A Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teachers years of service on the lower scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

### **3. Director's and Nominated Supervisor's Allowance**

#### **3.1 Director's Allowance**

- (a) A full-time teacher who is appointed as a Director as defined in Clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to Clause 2, Salaries, on a weekly basis, an allowance for a Director calculated by dividing the per annum rates as set out in Table 2 - Directors' Allowance, of Part B, Monetary Rates, by 52.17857.
- (b) The level of the director's allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Director as defined in Clause 1, Definitions, of this Award, shall be paid, in addition to the amounts payable pursuant to Clause 2, Salaries, of this Award, an allowance in accordance with Table 2 - Director's Allowance, a proportionate basis to the hours they work.

#### **3.2 Nominated Supervisor's Allowance**

- (a) A full time teacher who is not the Director and is appointed as the Nominated Supervisor as defined in clause 1 shall be paid an allowance as set in Table 3 and shall be advised by the employer on appointment which allowance is to apply.
- (b) The level of the Nominated Supervisor's Allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Nominated Supervisor, as defined in clause 1, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this Award, an allowance in accordance with Table 3 - Nominated Supervisor's Allowance on a proportionate basis to the hours they work.
- (d) It is not intended that Directors shall be displaced by the appointment of an Nominated Supervisor as a result of the operation of this clause.

## **4. Miscellaneous**

#### **4.1 Crib Break**

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday paid crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises or elect not to be on call during the crib break. Where a reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. During this time the teacher cannot be counted as part of the child/staff ratios under the Education and Care Services National Regulations. Such time away from the premises or not on call shall not count as time worked nor shall any payment be made for such time.

However if the teacher is called back to perform any duties within the centre or the break is interrupted for any reason the teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

Notation: It is agreed between the parties that any agreement between the teacher and the employer concerning an unpaid crib-break must be genuine. For example, a teacher cannot be required by the employer to agree to an unpaid crib-break as a condition of on-going employment. Any agreement should be recorded in writing and kept with pay records.

#### 4.2 Professional Development, Training and Planning

- (a) Teachers are required to attend Professional Development and Training as mandated by the Education and Care Services National Regulations.
- (b) Where a Teacher attends a course as requested and required by the employer after hours, the teacher shall either receive time in lieu at ordinary rates, or be paid at overtime rates for the time in attendance at the course. A teacher may not unreasonably refuse to attend courses as required under the Education and Care Services National Regulations.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with Clause 7, Disputes and Grievance Procedures.

#### 4.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers will be granted paid leave to attend a first aid course, or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rates or be paid at overtime rates for course attendance time.

#### 4.4 Non-Contact Time

- (a) Teachers shall receive a minimum of two hours per week non-contact time to perform programming and planning duties. Teachers will not be required to supervise children during this time.
- (b) Teachers appointed as Directors or Nominated Supervisors shall receive a minimum of two and a half hours per week of non-contact time in addition to non-contact time as teacher and/or Director to perform administrative duties.

#### 4.5 Child-Free Days

- (a) Teachers covered by this Award may, depending on the operational requirements of the Centre, participate in a child-free day(s). Child-free days may be allocated solely for the purposes of setting up the centre, group planning and cleaning of premises and resources. The number and timing of such days shall be determined at a local level. Child-free days are not guaranteed from Centre to Centre.

### **5. Conditions of Employment**

- 5.1 Directors and Teachers employed under this Award will have all other conditions of employment established by those contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time.

### **6. Terms of Engagement and Information to be Provided to Teachers**

- 6.1 The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the

Centre, the teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.

- 6.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks' notice or otherwise by agreement.
- 6.3 During the first three months of employment, employment shall be from week to week. After three months of continuous service, employment may be terminated only by 28 days' notice given either by the employer or the employee or by payment or forfeiture of 28 days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.
- 6.4 Upon the termination of service of a teacher other than a casual teacher, the employee may request from the employer for a statement of service. The statement of service shall:
- (a) set out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher, or
  - (b) include a Job Description or List of Duties.
- 6.5 On termination of casual employment, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of their engagement provided that such request is made during or on termination of the casual engagement.

### **7. Disputes and Grievance Procedures**

- 7.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive of the Public Health Organisation or their nominee, who will arrange for the matter to be discussed with the employee concerned and a local representative or representatives of the employee's Union.
- 7.2 Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the relevant Head Office of the employee's Union. This dispute will then be dealt with pursuant to subclause 7.5 of this clause.
- 7.3 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 7.4 The employee's Union may vary this procedure where it is considered a safety factor is involved.
- 7.5 With a view to an amicable and speedy settlement, all disputes that cannot be settled in accordance with subclauses 7.1 and 7.2 above may be submitted to a committee consisting of not more than 6 members, equally represented by NSW Health and the employee's Union. The committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the employee's Union with recommendations. In the event that no mutual decision is reached by the committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- 7.6 This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

### **8. No Extra Claims**

- 8.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2022 by a party to this Award.

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

### 9. Area, Incidence and Duration

- 9.1 This Award shall apply to all teachers employed in ECS centres as defined in subclause (d) of Clause 1, Definitions, of this Award.
- 9.2 Other conditions of employment not included in this Award shall be governed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019, as varied or replaced from time to time.
- 9.3 This Award shall take effect from 1 July 2021 and shall remain in force for a period of one year. The rates and allowances in the second column in the tables of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2021.
- 9.4 This Award rescinds and replaces the Teachers (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2019 published on 6 March 2020 (386 I.G. 1210) and all variations thereof.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

The following minimum annual salaries have effect from the dates specified at the head of each column:

<b>Classification/Incremental Salary Step</b>	<b>Rate to apply prior to FFPPOA 01/07/2021 Per annum \$</b>	<b>Increased Annual Rate FFPPOA 1 July 2021 Per annum\$</b>
<b>Three Years Trained Teachers</b>		
Step 1	56,350	57,500
Step 2	59,219	60,427
Step 3	62,312	63,583
Step 4	65,175	66,505
Step 5	68,187	69,578
Step 6	71,437	72,894
Step 7	73,232	74,726
Step 8	75,014	76,544
Step 9	78,002	79,593
Step 10	81,122	82,777
Step 11 and Thereafter	83,306	85,005
<b>Four Years Trained Teachers</b>		
Step 1	59,918	61,140
Step 2	63,630	64,928
Step 3	67,211	68,582
Step 4	71,178	72,630
Step 5	74,867	76,394
Step 6	78,002	79,593
Step 7	81,122	82,777
Step 8	84,636	86,363
Step 9 and Thereafter	88,019	89,815



**Table 2 - Director's Allowance (Clause 3.1)**

<b>Units</b>	<b>Allowance Description</b>	<b>Rate to apply prior to FFPPOA 01/07/2021 Per annum \$</b>	<b>Increased Annual Rate FFPPOA 1 July 2021 Per annum \$</b>
1	Director's Allowance - Unit 1	6,292	6,420
2	Director's Allowance - Unit 2	7,677	7,834
3	Director's Allowance - Unit 3	9,583	9,778
4	Director's Allowance - Unit 4	11,971	12,215

**Table 3 - Nominated Supervisor's Allowance (Clause 3.2)**

<b>Units</b>	<b>Allowance Description</b>	<b>Rate to apply prior to FFPPOA 01/07/2021 Per annum \$</b>	<b>Increased Annual Rate FFPPOA 1 July 2021 Per annum \$</b>
1	Nominated Supervisor's Allowance - Unit 1	2,043	2,085
2	Nominated Supervisor's Allowance - Unit 2	2,494	2,545
3	Nominated Supervisor's Allowance - Unit 3	3,120	3,184
4	Nominated Supervisor's Allowance - Unit 4	3,900	3,980

N. CONSTANT, *Chief Commissioner*

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**HEALTH EMPLOYEES' (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 268199 of 2021)

Before Chief Commissioner Constant

30 September 2021

**VARIATION**

1. Delete the Allowance Description of "Ancillary Fire Safety Duties - 100 beds or more (per week)" in Table 2 - Allowances, of Part B, Monetary Rates, of the award published 27 August 2021 (390 I.G. 111), and insert in lieu thereof the following:

Ancillary Fire Safety Duties - 100 beds or more (per week)	43.86	44.75
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2. Delete clause 5, Conditions of Service, and clause 6, Dispute Resolution, and insert in lieu thereof the following:

**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 procedure of the said Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply.

3. This variation will take effect from the first full pay period on or after 1 July 2021.

N. CONSTANT, *Chief Commissioner*

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## HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 208154 of 2021)

Before Chief Commissioner Constant  
Commissioner Murphy  
Commissioner Sloan

27 January 2022

### VARIATION

1. Delete the table in subparagraph g(ii) subclause (vi) of clause 28, Traineeships, of the award published 26 February 2020 (386 I.G. 1000) and insert in lieu thereof the following:

Industry/ Skill Level	First Year of Traineeship SWC 2014	Second Year of Traineeship SWC 2014	First Year of Traineeship SWC 2015	Second Year of Traineeship SWC 2015	Second Year of Traineeship SWC 2020	First Year of Traineeship SWC 2021	Second Year of Traineeship SWC 2021
	2.38%	2.38%	2.50%	2.50%	2.50%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$
Industry/ Skill Level A	616.30	640.90	631.70	656.90	673.30	644.60	687.00
Industry/ Skill Level B	594.80	616.30	609.70	631.70	647.50	622.10	660.70
Industry/ Skill Level C	538.50	558.00	552.00	571.95	586.20	563.30	598.20

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Rates of Pay**

Grade	Relativities	Full Time SWC 2018 2.5%	Hourly Rate SWC 2018 2.5%	Full Time SWC 2020 2.5%	Hourly Rate SWC 2020 2.5%	Full Time SWC 2021 Based on relativities	Hourly Rate SWC 2021 Based on relativities
		\$	\$	\$	\$	\$	\$
Level 1	78%	709.70	18.70	727.40	19.20	772.60	20.33
Level 2	82%	732.30	19.30	750.60	19.80	812.20	21.37
Level 3A	87%	762.80	20.10	781.90	20.60	865.70	22.78
Level 3B	92%	784.90	20.70	804.50	21.20	906.30	23.85
Level 4	92%	788.80	20.80	808.50	21.30	911.30	23.98
Level 5	100%	836.50	22.00	857.40	22.60	990.50	26.07
Level 6	115%	922.10	24.30	945.20	24.90	1139.10	29.98

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate
	%
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount Per Week SWC 2017 2.50% \$	Amount Per Week SWC 2018 2.50% \$	Amount Per Week SWC 2020 2.50% \$	Amount Per Week SWC 2021 2.04% \$
1	2(c)	Supervisory loadings - Up to 5 employees	29.00 per week	29.70 per week	30.40 per week	31.00 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	39.50 per week	40.50 per week	41.50 per week	42.30 per week
3	2(c)	Supervisory loadings - 11 or more employees	53.10 per week	54.40 per week	55.80 per week	56.90 per week
4	21(a)	First-aid allowance	13.60 per week 2.65 per shift	13.90 per week 2.70 per shift	14.20 per week 2.80 per shift	14.50 per week 2.90 per shift
5	23(a)	Stocking allowance	3.80 per week 0.85 per day	3.90 per week 0.90 per shift	4.00 per week 0.90 per shift	4.10 per week 0.9 per shift
	23(b)	Toilet cleaning allowance	11.20	11.50	11.80	12.00
	23(c)	Laundry Allowance	9.50 per week 1.95 per day	9.70 per week 2.00 per day	9.90 per week 2.10 per day	10.10 per week 2.10 per day
	23(d)	Broken Shift Allowance: for each broken shift so worked	14.50 per day	14.90 per day	15.30 per day	15.60 per day
		Excess fares allowance	9.70 per week 1.95 per day	9.90 per week 2.00 per day	10.10 per week 2.10 per day	10.30 per week 2.10 per day

**Table 3 - Base Rate**

	Relativity	Amount Per Week (includes 2.5% for 2020) \$	Amount Per Week (includes 2.04% for 2021) \$
	%		
Level 1	78	354.40	361.60
Level 2	82	372.70	380.30
Level 3A	87.4	397.40	405.50
Level 3B	91.5	415.90	424.40
Level 4	92	418.20	426.70
Level 5	100	454.50	463.80
Level 6	115	522.60	533.30

**Table 4 - Supplementary Payments**

	Relativity	Supplementary Payments (includes 1.75% for 2020)	Supplementary Payments (includes 2.04% for 2021)
Level 1	78	112.15	114.40
Level 2	82	114.80	117.10
Level 3A	87.4	118.30	120.70
Level 3B	91.5	120.15	122.60
Level 4	92	121.20	123.70

Level 5	100	126.85	129.40
Level 6	115	139.75	142.60

3. Delete Part C, Trainee Monetary Rates and insert in lieu thereof the following:

### PART C

#### TRAINEE MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

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

	Year 10 SWC 2018	Year 11 SWC 2018	Year 12 SWC 2018	Year 10 SWC 2020 (correcting error)	Year 11 SWC 2020 (correcting error)	Year 12 SWC 2020 (correcting error)	Year 10 SWC 2021	Year 11 SWC 2021	Year 12 SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
School Leaver	320.60	353.00	424.00	328.60	361.80	434.60	335.30	369.20	443.50
Plus 1 year out of school	353.00	424.00	494.30	361.80	434.60	506.70	369.20	443.50	517.00
Plus 2 years	423.60	494.30	573.20	434.20	506.70	587.50	443.10	517.00	599.50
Plus 3 years	494.30	573.20	655.70	506.70	587.50	672.10	517.00	599.50	685.80
Plus 4 years	573.20	655.70	655.70	587.50	672.10	672.10	599.50	685.80	685.80
Plus 5 years or more	655.70	655.70	655.70	672.10	672.10	672.10	685.80	685.80	685.80

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

	Year 10 SWC 2018	Year 11 SWC 2018	Year 12 SWC 2018	Year 10 SWC 2020 (correcting error)	Year 11 SWC 2020 (correcting error)	Year 12 SWC 2020 (correcting error)	Year 10 SWC 2021	Year 11 SWC 2021	Year 12 SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
School Leaver	320.60	353.30	410.50	328.60	362.10	420.80	335.30	369.50	429.40
Plus 1 year out of school	353.30	410.50	472.30	362.10	420.80	484.10	369.50	429.40	494.00
Plus 2 years	410.50	472.30	554.90	420.80	484.10	568.80	429.40	494.00	580.40
Plus 3 years	472.50	554.90	632.50	484.30	568.80	648.30	494.20	580.40	661.50
Plus 4 years	554.90	632.50	632.50	568.80	648.30	648.30	580.40	661.50	661.50
Plus 5 years or more	632.50	632.50	632.50	648.30	648.30	648.30	661.50	661.50	661.50

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	SWC 2018	SWC 2018	SWC 2018	SWC 2020 (correcting error)	SWC 2020 (correcting error)	SWC 2020 (correcting error)	SWC 2021	SWC 2021	SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
School Leaver	321.90	353.30	406.80	329.90	362.10	417.00	336.60	369.50	425.50
Plus 1 year out of school	353.30	406.80	457.70	362.10	417.00	469.10	369.50	425.50	478.70
Plus 2 years	406.80	457.70	509.90	417.00	469.10	522.60	425.50	478.70	533.30
Plus 3 years	457.70	509.90	570.50	469.10	522.60	584.80	478.70	533.30	596.70
Plus 4 years	511.00	570.50	570.50	523.80	584.80	584.80	534.50	596.70	596.70
Plus 5 years or more	570.50	570.50	570.50	584.80	584.80	584.80	596.70	596.70	596.70

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-Based Traineeships**

	Year 11 SWC 2018	Year 12 SWC 2018	Year 11 SWC 2020 (correcting error)	Year 12 SWC 2020 (correcting error)	Year 11 SWC 2021	Year 12 SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$
School based Traineeships Skill Levels A, B and C	321.90	353.30	329.90	362.10	338.10	371.20

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2021.

N. CONSTANT, *Chief Commissioner*  
J. V. MURPHY, *Commissioner*  
D. SLOAN, *Commissioner*

## **SHOP EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201160 of 2021)

Before Commissioner Sloan

10 March 2022

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Shop Employees (State) Award published 24 January 2020 (386 I.G. 349) as varied, be rescinded on and from 10 March 2022.

D. SLOAN, *Commissioner*

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