



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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8 October 2021

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**CROWN EMPLOYEES (DEPARTMENT OF PLANNING INDUSTRY  
AND ENVIRONMENT - NATIONAL PARKS AND WILDLIFE  
SERVICE) FIELD OFFICERS AND SKILLED TRADES SALARIES  
AND CONDITIONS 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(Case No. 163889 of 2020)

Before Commissioner Sloan

22 September 2021

**AWARD**

**PART A**

**1. Arrangement**

PART A

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## PART B

### MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

## 2. Title

This award shall be known as Crown Employees (Department of Planning Industry and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2021 Award.

## 3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non-Established camp.

"Act" means *Government Sector Employment Act 2013*, any successor or replacement legislation.

"Allocated Days Off" means the day/s that the employee who works set patterns of hours as detailed in this award has off each settlement period as a result of that employee accruing the necessary hours.

"Area Manager", means the employee who manages the parks, resources and employees of an Area and reports to a Branch Director.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Branch Director" means the employee who manages the parks, resources and employees of a Region and reports to an Executive Director of NPWS.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of section 43(4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means the head of the Department of Planning Industry and Environment.

"Contract hours" for the day for a full-time employee, means one fifth of the full-time 35 hours, as defined in this Award. For a part-time employee, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five employees assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an employee responsible for leading a crew to implement a strategy. The Crew Leader ensures the work is undertaken efficiently and safely and is responsible for managing and recording the crew's operations.

"Crew Member" means an employee diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Dispute" is a disagreement between an employee or employees and the DPIE concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an employee either rostered for duty, or assigned on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both DPIE responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a Duty Officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary.

"Employer for all purposes other than Industrial" means the Chief Executive of the Department of Planning Industry and Environment.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his normal place of abode at the conclusion of each shift.

"Field Officer (Bush Fire Management Program) Classifications" are for the Bush Fire Management Funding Program.

Field Officer General Operations are Monday to Friday workers. Staff employed in this classification will perform the functions described in Appendix A

Field Officer Grade 1-2 are Monday to Friday.

Field Officer Grade 3-4 are Seven Day Roster Workers

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (NB. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is DPIE participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are NPWS employees whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00 p.m.

"NPWS" means the National Parks and Wildlife Service of the Department of Planning Industry and Environment.

"Nominated working place" means the location where an employee normally commences work.

"Ordinary working hours" means the average number of hours the employee is required to work each week.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the DPIE, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

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

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m.

"Standby" means an approved period of time outside normal working hours, when employees, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the employee's immediate supervisor or manager, or any other employee authorised by the Chief Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Employee" means any employee engaged in terms of section 43(3) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

#### **4. Parties**

4.1 The "Parties" to this Award are:

- (i) Industrial Relations Secretary for the Department of Planning Industry and Environment (DPIE);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

#### **5. Salaries**

5.1 The salary rates paid to employees covered by this Award are specified in Tables 1 and 2 in this Award.

- 5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

- 5.3 The salary rates are all inclusive of the following allowances:

- (i) Diving
- (ii) Kosciusko
- (iii) Dry Cleaning
- (iv) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2020 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades employees under this Award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

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

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

- (i) ongoing full-time and part-time employees;
- (ii) temporary employees, subject to DPIE convenience; and
- (iii) casual employees, subject to DPIE convenience, and limited to salary sacrifice to superannuation in accordance with sub-clauses 6.7 - 6.9.

- 6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the employee's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"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.

- 6.3 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:

6.3.1 a benefit or benefits selected from those approved by the Secretary; and

6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.

- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 6.5 The agreement shall be known as a Salary Packaging Agreement.

- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post-compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where DPIE is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to DPIE's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, DPIE shall pay the amount of post-compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*;
- the DPIE 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.
- 6.10 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 6.9 of this clause, the DPIE 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 DPIE may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 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
- 6.11.2 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 Part B - Monetary Rates of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The DPIE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from



the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## 7. Allowances

7.1 Allowances payable in terms of subclauses 7.2, 7.3 and 7.4 listed in this clause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

### 7.2 Boot Allowance

A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the DPIE. The allowance is to be a maximum of \$173.84 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager or Branch Director of NPWS.

### 7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an employee is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by DPIE, \$74.88 or \$3.12 per hour
- (ii) where meals are not provided by the DPIE \$119.62 or \$4.98 per hour

7.3.4 DPIE will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

### 7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate employees for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those employees who meet the criteria set out in the Public Service Industrial Relations Guide and who live in a remote area as defined in paragraph 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.

7.4.5 The rates of the allowances will be:

**Table 1**

Grade	With Dependents	Without Dependents
A	\$4,493.26	\$3,144.81
B	\$5,991.02	\$4,193.49
C	\$7,488.79	\$5,242.16

To be paid from the first full pay period to commence on or after 1 July 2016.

**Table 2**

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
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For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B"	is payable to employees living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunterbooka
Grade "C"	is payable to employees living in the following locations: Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should employees be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

**7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by NPWS**

7.5.1 A weekly allowance of \$190 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would DPIE require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$27.14 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

## **8. Standby Arrangements - Including Standby Associated with Declared Incidents**

- 8.1 Standby roles - employees may be directed to be on standby as a:
- (i) Duty Officer - either for general standby or associated with a declared incident (refer to clause 3 - Definitions); or
  - (ii) General standby - an employee assigned on standby to respond to after hours duty as required.
- 8.2 Standby duties - employees directed to be on standby must be readily contactable by telephone, radio or mobile phone where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Employees who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.
- 8.3 Duty Officer support - a Duty Officer may have access to DPIE's after-hours contact lists, a DPIE vehicle (with radio) and mobile phone dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an employee can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
  - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
  - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.

### **8.5. Standby Rates**

- 8.5.1 An employee required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

## **9. Allowance for Temporary Assignments to Higher Roles**

- 9.1 Employees who relieve in a higher role for a period of at least 5 consecutive workdays will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher role and the employee's salary. The proportions shall depend on the range and level of duties performed in the role. Where the role is vacant, an employee relieving in the role shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant role and the employee's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the roles.
- 9.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles shall be mutually agreed to prior to the relieving period.

## **10. Assignment**

- 10.1 Assignment to a vacant role will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Government Sector Employment Act 2013*.

- 10.2 Assignment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

### **11. Progression**

#### 11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.

#### 11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

### **12. Project Teams**

12.1 The Chief Executive or nominee may request employees to perform work in a designated project team.

12.2 An employee may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the employee shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive role in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

### **13. Hours of Work**

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

#### 13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.

13.3.2 Employees, except those in roles under the Field Officer classification, may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.

13.3.3 The standard core time shall be between the hours of 9:30 a.m. and 3:30 p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of

clause 10 - Local Arrangements, of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in NPWS work locations.

13.3.5 Pattern of hours is the way hours are worked each settlement period, e.g. start/finish times and days of the week for 7 day roster workers.

13.3.6 The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the DPIE, the needs of employees and the provision of services to the DPIE's customers.

13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.

13.3.8 Hours of work for roles and/or classifications will be as set out in subclause 13.4.

13.3.9 No employee will be able or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).

13.3.10 Permanent changes to the pattern of hours for an employee are subject to consultation with the employee and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 15, Overtime - General, of this Award.

13.4.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of roles to be reclassified from Seven Day Roster roles to Monday to Friday Day roles in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster role if a vacancy exists in this category as determined in paragraphs 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39 - Industrial Grievance Procedure.

13.4.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a role being reclassified from Monday to Friday to a Seven Day Roster role will be made by the DPIE on the basis that:

- (a) Where an employee employed in a Monday to Friday role performs work on more than:
- 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
- 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,
- the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the DPIE (and the DPIE will not unreasonably withhold agreement) to have the role converted to a Seven Day Roster Worker role that attracts the loading; or
- (b) By agreement between the local manager and delegate, a Monday to Friday Day role is converted to a Seven Day Roster role.
- (ii) Nothing in this clause is intended to derogate from the rights of employees opt in/opt out rights in paragraph 13.4.6 below.

#### 13.4.4. Bushfire Management Program

- (i) This clause contains arrangements for the Enhanced Bush Fire Management Program.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in paragraph 13.4.4(ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in paragraph 13.4.4(ii) can be converted to a Seven Day Roster Worker role in accordance with paragraph 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive role as a Seven Day Roster Worker, they will be entitled to loading pursuant to paragraphs 13.4.5(vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster roles vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

#### 13.4.5 Field Officer General Operations

- (a) The Field Officer - General Operations will perform the functions contained at Appendix A of this award. The Field Officer General Operations will be a Monday to Friday worker and shall be remunerated by the rates contained in this award in Table 2.

#### 13.4.6 Field Officer Grade 1-2

- (a) Field Officer Grade 1-2 are Monday to Friday workers.

## 13.4.7 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.4.7 (ii) except where paragraphs 13.4.2, 13.4.3, 13.4.4, 13.4.5 and 13.4.6 apply.
- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors Grades 1 and 2. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 13.4.6. Current employees will retain the loading should they transfer or win a promotion to another role as defined in the default employment category.
- (iv) Ordinary hours for employees are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the DPIE and the employee concerned.
- (v) Employees shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Employees working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the DPIE and the employee concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster roles for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an employee agrees to work more than the maximum specified in sub-clauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Employees referred to in (vii) or (viii) of this paragraph who are directed to work more weekend days and public holidays than those prescribed for their role, will be paid penalty rates as follows:

**Table 3**

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this paragraph will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

#### 13.4.8 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
  - (a) paragraph 13.4.2 being satisfied; and,
  - (b) with written approval from the DPIE.
- (ii) Prior to externally advertising a vacant Seven Day Roster role of the same classification that attracts the loading, the role will:
  - (a) in the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading; and
  - (b) if no employees that have previously opted out accept the offer to opt back in, the role will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

#### 13.4.9 Set Pattern of Hours

- (i) These provisions apply to employees who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
  - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
  - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks' notice prior to the commencement of this arrangement shall be given to the Branch Director where possible, and 2 weeks' notice of its cessation.
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

### 14. Variation of Hours

- 14.1 Where DPIE directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least 2 weeks' notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between DPIE and the employees within the bandwidth, no penalty is paid.



- 14.3 Where the DPIE provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the DPIE does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the employee requests a variation to hours and/or days and this is agreed by the DPIE, no loading shall be paid.
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. The Branch Director in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

### **15. Overtime - General**

#### 15.1 General

15.1.1 General overtime conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of DPIE; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

#### 15.2 Overtime at Home

15.2.1 Employees covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

### **16. Meal Breaks**

#### 16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, employees shall be allowed at least 30 minutes.

#### 16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

### **17. Rest Breaks**

- 17.1 There must be a break of at least ten (10) consecutive hours between an employee's normal finishing time and normal start time.
- 17.2 Employees required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work and be paid for any time lost.
- 17.3 Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.
- 17.4 Where an employee is recalled to work after their finishing time and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.
- 17.5 Where an employee is recalled to work after their finishing time and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

### **18. Temporary, Casual and School Based Apprentices Work Arrangements**

- 18.1 Temporary employees and casual employees will be employed by the DPIE in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 18.2 Temporary Employees
- 18.2.1 All temporary employment will be in accordance with the Government Sector Employment Act 2013, or Regulations and Rules arising from this legislation from time to time.
- 18.2.2 Temporary employees shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to employer based contributions to their nominated superannuation fund.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 18.3 Casual Employees
- 18.3.1 Casual employees shall be engaged by the DPIE on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the role divided by 260.8929 divided by 7 = Base hourly rate
  - (ii) Rate for Monday to Friday = base hourly rate plus 25%

- (iii) Rate for Saturday = base hourly rate plus 58%
- (iv) Rate for Sunday = base hourly rate plus 83%
- (v) Rate for Public Holidays = base rate plus 158%

The rate of pay for casual employees shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casual employees are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casual employees are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, casual employees shall also receive the benefit of leave entitlements in accordance with subclauses 12(iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3.7 Casual employees shall be engaged and paid for a minimum of three consecutive hours for each day worked.

#### 18.4 School Based Apprentices

##### 18.4.1 Wages

- (i) The hourly rates for full-time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subparagraph 18.4.2(i) of this clause, where a school based apprentice is a full-time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

##### 18.4.2 Progression through the Wage Structure

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

##### 18.4.3 Conversion from a school based apprentice to a full-time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage

scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

#### 18.4.4 Conditions of Employment

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

### **19. Part-Time Work Arrangements**

- 19.1 Part-time work may be available to:
  - 19.1.1 ongoing and temporary employees who wish to work part-time in an existing role;
  - 19.1.2 existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;
  - 19.1.3 employees recruited and assigned to a role where the approved hours are less than full-time.
- 19.2 The decision to work part-time is voluntary. No employee shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Employees employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the role.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Employees employed on a part-time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Employees employed on a part-time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

### **20. Job Sharing**

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 DPIE will support employees sharing a role provided that the:
  - 20.2.1 arrangement is fair and equitable to the employees involved;
  - 20.2.2 employees involved in the job sharing arrangement agree to the arrangement;
  - 20.2.3 arrangement can be on an ongoing or temporary basis;
  - 20.2.4 arrangement is in the best interests of the smooth functioning of the DPIE, ensuring that customer/client DPIE relationship is maintained.
- 20.3 The days each employee shall work should be consecutive and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.

- 20.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

## **21. Public Holidays and Public Service Holiday**

### **21.1 General**

21.1.1 Unless directed to attend for duty by the Secretary or delegate, an employee is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the employee performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the Secretary (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

### **21.2 Monday to Friday Workers**

21.2.1 Those employees required to work on a declared public holiday shall be paid overtime in accordance with clause 15 - Overtime - General.

21.2.2 Employees who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

### **21.3 Seven Day Roster Workers**

21.3.1 Employees covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13 - Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13 - Hours of Work, or clause 15 - Overtime - General, as is appropriate.

21.3.3 Provisions of paragraph 21.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14, Variation of Hours, of this Award. The employee will be entitled to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

## **22. Leave**

### **22.1 General**

22.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award, and

DPIE's policies as agreed and reviewed from time to time.

- 22.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

### **23. Recreation Leave and Annual Leave Loading**

#### 23.1 Recreation Leave

23.1.1 For Monday to Friday Workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.

#### 23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

- 23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

### **24. Family and Community Service Leave and Leave Arising from Domestic Violence**

- 24.1 The application of Family and Community Service Leave for employees covered by this Award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

- 24.2 The application of Leave for Matters Arising from Domestic Violence for employees covered by this Award shall be in accordance with clause 84A of the Crown Employees (Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

### **25. Excess Travel Time**

- 25.1 Excess Travel Time shall be regulated in accordance with the provisions of clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

### **26. Contact with Employees on Parental and Maternity Leave**

- 26.1 All parties agree to implement the NPWS Parental/Maternity Leave Contact Policy which aims to maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

- 26.2 It is recognised that some employees may not wish to keep in contact with the DPIE while they are on leave.

### **27. Incident Conditions**

#### 27.1 General

27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Branch Director until such time as the declaration of the incident is lifted.

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic firefighting training all employees will be issued with appropriate personal protective and other equipment in accordance with the DPIE's Fire Management Manual as varied from time to time.

27.1.5 Employees directed to return from annual leave to attend an Incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off as in paragraph 27.2.5.

27.1.6 "Incident Controller" within this clause means an employee responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

## 27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in subclause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an employee is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Employees required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days' pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

## 27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

## 27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours however employees may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may

extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances, e.g. new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where employees are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Employees shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

## 27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department DPIE's job evaluation process. Only those persons assigned to roles identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

**Table 4**

Role	2.5% increase effective from the first full pay period on or after 1 July 2019 \$	0.3% increase effective from the first full pay period on or after 1 July 2020 \$	2.04% increase effective from the first full pay period on or after 1 July 2021 \$
Crew Member	65,802	65,999	67,345
Crew Leader	73,921	74,143	75,656
Sector Commander	82,062	82,308	83,987
Divisional Commander	92,937	93,216	95,118
Operations Officer	99,786	100,085	102,127
Planning Officer	99,786	100,085	102,127
Logistics Officer	123,578	123,949	126,478
Incident Controller	136,957	137,368	140,170
Deputy Incident Controller	136,957	137,368	140,170
Safety Officer	99,786	100,085	102,127
Situation Officer	82,062	82,308	83,987
Situation Unit Leader	92,937	93,216	95,118
Resource Officer	82,062	82,308	83,987
Resource Unit Leader	92,937	93,216	95,118
Air Attack Supervisor	92,937	93,216	95,118
Air Operations Manager	99,786	100,085	102,127
Air Observer	82,062	82,308	83,987
Airbase Manager	82,062	82,308	83,987

27.5.2 Employees with specific skills assigned to work in any of the identified Incident Roles listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles



the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional Incident Roles has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Employees must be assigned to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new Incident Roles are created they will be evaluated to determine the appropriate salary and existing Incident Roles may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.

## 27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of clause 15 - Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time, e.g. 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

## 27.7 Family and Dependent Care During Incident Conditions

27.7.1 DPIE will compensate employees for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 DPIE will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.

## 27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 DPIE will generally provide meals including breakfast, lunch, and dinner, and provide supper for employees working night shift.

27.8.2 Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.24 per meal is made.

27.8.4 Wherever possible employees will be allowed to return home or the DPIE will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in clause 7, Allowances, of this Award.

#### 27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified employees may be required to be on standby outside normal rostered working hours.

### 28. Working from Home

28.1 Supervisors may allow employees to work from home: however, working from home is not to be a routine arrangement.

28.2 Employees covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to employees where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

28.4 In some cases where family members are sick, employees may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).

28.5 When working at home, employees must ensure that they are contactable by their office.

28.6 Employees are covered by workers' compensation where prior approval has been given to the employer to work from home.

### 29. Dependent Care

29.1 Where dependents of the employee are sick and require care, the DPIE will continue to support the employee in the following ways:

29.1.1 In accordance with clause 75, Parental Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award;  
or

29.1.2 Where circumstances allow, an employee may negotiate with their supervisor to work at home.

29.2 In circumstances where an employee with a sick dependent is required to attend to work that cannot be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.

29.3 DPIE will meet the additional costs involved in before or after school care, where an employee is required to work beyond their regular hours, resulting in additional cost to the employee for childcare, in an accredited child care program, subject to the provision of receipts.

Each application will be determined on its merits.

29.4 The parties reaffirm their commitment to providing dependent care assistance:

29.4.1 To enable employees to attend residential training and development activities.

29.4.2 To employees required to work during emergency situations.

29.4.3 To ensure that employees are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.

29.5 DPIE will compensate the employee for additional dependent care expenses relating to hours worked during the incident.

### **30. Families and Field Work**

30.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.

30.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.

30.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Branch Director.

### **31. Training and Development**

31.1 The parties to this Award confirm a commitment to skill development for officers of the DPIE.

31.2 The training and development of employees covered by this Award will be linked to the Performance Development and Feedback system or any replacement Performance Management System agreed to by the parties. Performance, Development and Feedback Plans will be established through the system and be relevant to the employee's current role and their future career path.

31.3 All training and development will be managed and conducted in accordance with the DPIE's Learning and Development Framework as varied from time to time.

31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

### **32. Study Assistance**

32.1 The DPIE will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

32.2 Employees are entitled to apply for study time and study leave in accordance with the provisions Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award

32.2.1 The following costs associated with courses:

- (a) Higher Education Contribution Help Scheme Fee; or
- (b) TAFE compulsory fees; or
- (c) Compulsory post-graduate fees; or
- (d) Compulsory full fee paying course fees;

will be reimbursed by the DPIE in accordance with the guidelines following.

- 32.3 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an employee of the DPIE: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DPIE operations or needs and is approved as such by the Chief Executive; or
  - (ii) is their second or successive qualification as an employee of the DPIE: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DPIE operations or needs and is approved as such by the Chief Executive.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 32.3(i) or \$12,000 in respect of paragraph 32.3(ii) of this clause, where other requirements have been met as in subclause 32.6 below.
- 32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the DPIE, approval may be given for a maximum of eight annual approvals as set out in subclause 32.4 above.
- 32.6 To be eligible to receive a refund, an employee must:
- (i) have been employed in the DPIE prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
  - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
  - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Employees who receive prior approval for study assistance for a particular course, or qualification under the NPWS policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 32.3(ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 32.3(i) any subsequent application for study assistance will be treated as a second application under paragraph 32.3(ii) of this clause.
- 32.9 The costs associated with courses as outlined in paragraph 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 32.3(i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

### **33. Training Competency**

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

### **34. Engagement of Contractors**

- 34.1 DPIE is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department DPIE. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted or be an appropriately qualified person. The parties will consult on the level of supervision required.

### 35. Anti-Discrimination

- 35.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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.
- 35.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 35.7 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."

### 36. Redundancy Entitlements

- 36.1 Redundancy provision payments will be made in accordance with the Managing Excess Employees Policy, as varied from time to time.

### 37. Outplacement Services

- 37.1 DPIE agrees to provide outplacement services to employees declared excess and who are subject to the Managing Excess Employees Policy. A panel of suitable outplacement service providers will be agreed between DPIE and AWU.

### 38. Workplace Environment

- 38.1 DPIE will ensure that all employees are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.
- 38.2 While there are no requirements for office workplaces, the DPIE agrees to provide employees covered by this Award with reasonable conditions and space.

38.3 Smoking is prohibited at all indoor NPWS workplaces and in DPIE vehicles.

### 39. Housing

39.1 The parties agree to consult on future issues related to DPIE-owned housing including the preparation of briefs for valuers.

39.2 All employees occupying an DPIE house will be required to sign a tenancy agreement.

### 40. Industrial Grievance Procedure

#### 40.1 General

40.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

40.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.

40.1.3 In seeking a resolution to any industrial dispute or industrial grievance, DPIE may be represented by an industrial organisation of employers, and the employees of DPIE may be represented by an industrial organisation of employees.

40.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

#### 40.2 Steps to Resolve Industrial Grievances or Disputes

40.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of DPIE and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

#### **41. Deduction of Union Membership Fees**

- 41.1 Each Union shall provide DPIE with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 41.2 The Union(s) shall advise DPIE of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the DPIE at least one month in advance of the variation taking effect.
- 41.3 Subject to subclauses 41.1 and 41.2 above, the Department DPIE shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with its rules of membership, provided that the employee has authorised the DPIE to make such deductions.
- 41.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Union(s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to employee's Union membership accounts.
- 41.5 Unless other arrangements are agreed by the DPIE and the Union(s), all Union membership fees shall be deducted on a fortnightly basis.
- 41.6 Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **42. Saving of Rights**

- 42.1 No employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

#### **43. No Extra Claims**

- 43.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2021) Award shall apply to employees covered by this Award.

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

- 44.1 This Award will apply to employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the National Parks and Wildlife Service of the Department of Planning Industry and Environment.
- 44.2 This Award will not apply to employees:
- (i) that transferred to the DPIE where these employees occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established Department DPIE of Environment and Climate Change effective 27 April 2007; or
  - (ii) that are employed in the Senior Executive Service (SES); or
  - (iii) that are employed in the Botanic Gardens Trust; or
  - (iv) whose conditions of employment are determined by the Crown Employees (Department of Planning Industry and Environment - Parks and Wildlife Group) Conditions of Employment 2015 Award or any successor instrument to that Award including employees who are occupying Field Officer classifications where the role description specifies the role's location as a facility

that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or

- (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2019 or any successor instrument to that Agreement.

44.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.

44.4 The Award shall take effect on and from 1 July 2021 and shall remain in force nominally until 30 June 2022.

44.5 This award rescinds and replaces the Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2018 Award published 22 June 2018 (383 I.G. 98).

44.6 The parties have agreed that negotiations for a new Award will commence 6 months prior to the nominal expiry date of this Award and that these discussions will include consideration of the following issues:

The creation of a stand-alone Award

The insertion of a consultation clause that provides for regular meetings between union delegates and local managers to discuss local issues

Whether any employee-related cost savings have been achieved during the nominal term of this Award

## PART B

### MONETARY RATES AND CLASSIFICATIONS

**Table 1 - Salary Schedule for Skilled Trades Classification**

CLASSIFICATION/ GRADE/YEAR	2.5% increase effective from the first full pay period on or after 01.07.19 Per annum \$	0.3% increase effective from the first full pay period on or after 01.07.20 Per annum \$	2.04 increase effective from the first full pay period on or after 01.07.21 Per annum \$
TRADESPERSON			
Tradesperson Level 1	66,529	66,729	68,009
Tradesperson Level 2	68,615	68,821	70,225
Tradesperson Level 3	71,020	71,233	72,686
Tradesperson Level 4	74,731	74,955	76,484
Tradesperson Level 5 Year 1	75,686	75,913	77,462
Tradesperson Level 5 Year 2	79,818	80,057	81,690
Electronics Tradesperson	83,808	84,059	85,774
TRADES APPRENTICE YEAR (PERCENTAGE)			
1st Year (50%)			
2nd Year (60%)			
3rd Year (75%)			
4th Year (85%)			
COMPETENCY CRITERIA FOR SKILLED TRADES			
Level 1			
Base trade. Appointees Employees at this level must have appropriate trade qualifications.			



Level 2 Base trade plus the ability to perform general park maintenance duties, when required	
Level 3 A tradesperson who is able to: - work with the minimum amount of supervision; - work with the minimal amount of technical direction; - solve technical problems; - meet deadlines; - ensure quality control of work; and - perform general park maintenance duties when required.	- - - - -
Level 4 Senior Tradesperson is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or supervises the work of other tradespersons, including setting work priorities and allocating tasks.	
Level 5 Assignment to a role at this level is by competitive selection to advertised vacancies. This level includes the Maintenance Supervisor role, which is responsible for the Field Officers of a district. A trade role which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a role at this level.	

**Table 2 - Salary Schedule for Field Officer Classification**

	2.5% increase effective from the first full pay period on or after 01.07.19 Per annum \$	0.3% increase effective from the first full pay period on or after 01.07.20 Per annum \$	2.04 increase effective from the first full pay period on or after 01.07.21 Per annum \$
<b>CLASSIFICATION/GRADE/YEAR</b>			
Field Officer General Operations - Monday to Friday			
Field Officer General Operations	42,333	43,307	44,190
AWU classification - Officers employed from 4/8/05			
Field Officer Base Grade 1/2 - AWU - Monday to Friday			
Field Officer Base Grade 1 Year 1 - AWU	49,868	50,018	51,308
Field Officer Base Grade 1 Year 2 - AWU	51,128	51,281	52,237
Field Officer Base Grade 2 Year 1 - AWU	52,307	52,464	53,534
Field Officer Base Grade 2 Year 2 - AWU	54,746	57,910	56,030
Field Officer Grade 1/4			
Field Officer Grade 1 Year 1	49,868	50,018	51,308
Field Officer Grade 1 Year 2	51,128	51,281	52,237
Field Officer Grade 2 Year 1	52,307	52,464	53,534
Field Officer Grade 2 Year 2	54,746	57,910	56,030
Field Officer Grade 3A Year 1	62,469	62,656	63,934
Field Officer Grade 3A Year 2	63,570	63,761	65,062
Field Officer Grade 4A Year 1	65,350	65,546	66,883
Field Officer Grade 4A Year 2	66,529	66,729	68,090
AWU - Field Officers Grade 1/2			

Field Officer Grade 1/2			
Field Officer Grade 1 Year 1	49,868	50,018	51,308
Field Officer Grade 1 Year 2	51,128	51,281	52,237
Field Officer Grade 2 Year 1	52,307	52,464	53,534
Field Officer Grade 2 Year 2	54,675	57,910	56,030
AWU - Field Officers Grade 3/4			
Field Officer Grade 3/4			
Field Officer Grade 3A Year 1	62,464	62,656	63,934
Field Officer Grade 3A Year 2	63,570	63,761	65,062
Field Officer Grade 4A Year 1	65,350	65,546	66,883
Field Officer Grade 4A Year 2	66,529	66,729	68,090
AWU classification - Existing officers employed prior to 4/8/05			
Field Officer Grade 1/4			
Field Officer Grade 1 Year 1	57,655	57,770	58,949
Field Officer Grade 1 Year 2	58,735	58,852	60,053
Field Officer Grade 2 Year 1	59,616	59,735	60,954
Field Officer Grade 2 Year 2	60,756	60,878	62,120
Field Officer Grade 3A Year 1	62,469	62,656	63,934
Field Officer Grade 3A Year 2	63,570	63,761	65,062
Field Officer Grade 4A Year 1	65,350	65,546	66,883
Field Officer Grade B3/B4			
Field Officer Grade 3B Year 1	62,469	62,656	63,934
Field Officer Grade 3B Year 2	63,570	63,761	65,062
Field Officer Grade 4B Year 1	65,350	65,546	66,883
Field Officer Grade 4B Year 2	66,529	66,729	68,090
Senior Field Officer Grade 1/2			
Senior Field Off Grade 1 Year 1	67,599	68212	69604
Senior Field Off Grade 1 Year 2	69,165	69371	70786
Senior Field Off Grade 2 Year 1	70,152	70774	72218
Senior Field Off Grade 2 Year 2	72,039	72255	73729
Field Supervisor Grade 1/2			
Field Supervisor Grade 1 Year 1	74,150	74734	76259
Field Supervisor Grade 1 Year 2	76,218	76447	78007
Field Supervisor Grade 2 Year 1	77,926	78160	79754
Field Supervisor Grade 2 Year 2	79,635	79874	81503
Senior Field Supervisor Grade 1/2			
Senior Field Supervisor Grade 1 Year 1	86,397	86656	88424
Senior Field Supervisor Grade 1 Year 2	88,519	88785	90596
Senior Field Supervisor Grade 2 Year 1	90,644	90916	92771
Senior Field Supervisor Grade 2 Year 2	92,766	93044	94942
Senior Field Supervisor Grade 3			
Senior Field Supervisor Grade 3 Year 1	110,745	111077	113343
Senior Field Supervisor Grade 3 Year 2	113,859	114201	116531
Senior Field Supervisor Grade 3 Year 3	117,470	118863	121288
Senior Field Supervisor Grade 3 Year 4	122,038	122404	124901

### **Progression**

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

#### **De-Skilling**

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

### **Progression Criteria for Field Officer Classification**

#### **Field Officers**

At the time of the making of this award existing Field Officers at the level of Field Officer Grade 1 or Field Officer Grade 2 in the classification of Field Officers Grade 1-4 shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Field Officer Grade 1 and Grade 2 will be broad-banded into one classification Field Officer 1-2 and Field Officer Grade 3 and Grade 4 will be broad-banded into one classification Field Officer 3-4.

Progression from Field Officer 1-2 to Field Officer 3-4 will be by way of promotion via merit selection

#### **Field Officer Grade 1-2**

Progression within the broad-banded Field Officer 1-2 classification will be by annual increment as well as being dependent on satisfactory performance.

#### **Field Officer Grade 3-4**

Progression within the broad-banded Field Officer 3-4 classification will be by annual increment as well as being dependent on satisfactory performance.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Progression Criteria for Field Officer 1-4 (applies only to employees who were employed in the classification of Field Officer 1-4, at the Field Officer Grade 1 or Grade 2 level, at the time of the making of this award)

#### **Field Officer Grade 1**

Assignment to a role at this grade shall be subject to competitive selection for advertised vacancies.

Assignment to a role at this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the employee having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

**Field Officer Grade 2**

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Branch Director.
- (d) employees engaged in the Field Officer Grade 1-2 role shall not progress into the Field officer 1-4 classification unless through merit-based selection in accordance with the *Government Sector Employment Act 2013*.

**Field Officer Grade 3**

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Branch Director.

In addition, joint assessment and certification by the Branch Director and the direct supervisor that the employee is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

**Field Officer Grade 4**

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Branch Director.

**Senior Field Officer Grade 1**

Assignment to the role of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for employees responsible for direct supervision of National Parks and Wildlife Service employees, volunteers and contractors.

**Senior Field Officer (Plant) Grade 1**

Assignment to the role of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer (Plant) Grade 4; and
- (b) the employee having demonstrated all the essential competencies as certified by direct supervisor and Branch Director.

Provided further that assignment to the role of Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

**Senior Field Officer Grade 2**

Progression to the role of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the employee meeting the competency requirements for assignment to Senior Field Officer Grade 1; and
- (c) the employee having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Branch Director.

**Field Supervisor Grade 1**

Assignment to the role of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the employee having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Branch Director.

**Field Supervisor Grade 2**

Assignment to the role of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for assignment to Field Supervisor Grade 2 as certified by direct supervisor and Branch Director. Senior Field Officers (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officers competencies.

**Senior Field Supervisor Grade 1/2**

Assignment to the level of Senior Field Supervisor shall be subject to:

- (a) the employee demonstrating all essential competency requirements for assignment to Field Supervisor Grade 2, as certified by direct supervisor and Branch Director.

Assignment to a role at this classification shall be subject to competitive selection for advertised vacancies.

**Senior Field Supervisor Grade 3**

Assignment to a role at this classification shall be subject to competitive selection for all advertised vacancies.

**APPENDIX A****Functions of the Field Officer General Operations**

The Field Officer General Operation will have within the classifications scope of duties the following functions:

Basic upkeep of the estate, including mowing lawns and cleaning of visitor facilities, cleared grounds, gardens, pathways, toilets, BBQs, shelters, picnic furniture, camping areas, short stay accommodation sites, visitor centres, parking areas, playgrounds, depots and offices to ensure safe use and maintain asset condition.

1. Collects rubbish, replenishes consumables and removes graffiti at picnic grounds, toilets, camping areas, short stay accommodation sites, visitor centres, depots, offices and other infrastructure.

2. Conducts basic maintenance of walking tracks, mountain bike and horse-riding trails, including trimming vegetation, clearing drains and culverts and basic road maintenance such as filling potholes.
3. Performs weed control tasks this may involve the use of herbicides subject to training and certifications.
4. Participates as a crew member only in hazard reduction and wildfire management programs subject to training and certifications.
5. Assists in the transport and handling of materials and equipment, activation of advisory signs and other basic tasks.
6. Records and reports in a timely manner any issue or incident impacting on the park or visitors and alerts supervisors to potential risks to the safety of visitors and staff.
7. Operates minor plant and equipment including utility vehicles, whipper snippers, pressure washers, weed spraying units, chainsaws and conditionally licensed vehicles (excluding major plant).

D. SLOAN, *Commissioner*

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Printed by the authority of the Industrial Registrar.

(1279)

SERIAL C9321

## **CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY AND ENVIRONMENT) WAGES STAFF AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Maritime, Mining and Energy Union (New South Wales Branch),  
Industrial Organisation of Employees.

(Case No. 192069 of 2021)

Before Commissioner Webster

15 September 2021

### **AWARD**

### **PART A**

#### **1. Arrangement of Award**

Clause No.      Subject Matter

#### PART A

1. Arrangement of Award
2. Definitions
3. Parties
4. Incidence and Period of Operation
5. Workplace Reform
6. Categories of Employment
7. Rates of Pay
8. Allowances
9. Pay Arrangements
10. Hours of Work
11. Overtime
12. Career Development and Training
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18. Anti-Discrimination
19. Consultative Arrangements
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21. Deduction of Union Subscriptions
22. Private Use of Business Vehicles
23. Relationship to Awards, Agreements etc.
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27. No Extra Claims

Appendix One - Definition, Scope of Work, Level of Skill  
and Quality, Safety and General Responsibilities of  
Staff Members

Appendix Two - Apprentices

Appendix Three - Competency Based Promotion

## PART B - RATES, AND ALLOWANCES

## RATES

Table 1A - Wages Classification and Salary Schedules

Table 1B - Survey and Spatial Classification and Salary  
Schedule

Table 1C - Apprentices Classification and Salary Schedule

Table 2A - Wage Related Allowances

Table 2B - Expense Related Allowances

**2. Definitions**

- 2.1 "Department" and "employer" means the NSW Department of Planning, Industry and Environment.
- 2.2 "Secretary" means the Secretary of the NSW Department of Planning, Industry and Environment.
- 2.3 "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the Department.
- 2.4 "Award" means any award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- 2.5 "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- 2.6 "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the *Industrial Relations Act 1996*.
- 2.7 "Union" means the:
- The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch
- Electrical Trades Union of Australia, New South Wales Branch;
- The Australian Workers' Union, New South Wales;
- having regard to their respective coverage.
- 2.8 "WH&S" means work, health and safety as defined by the *Work, Health and Safety Act 2011* (NSW).

**3. Parties**

- 3.1 This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:
- NSW Department of Primary Planning, Industry and Environment.
- Industrial Relations Secretary
- Construction, Forestry, Mining and Energy Union
- (Construction and General Division) NSW Divisional Branch
- Plumbers Union NSW



Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

#### **4. Incidence and Period of Operation**

- 4.1 This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2 This award shall take effect on 1 July 2021 and remains in force until 30 June 2022 or until varied or rescinded.
- 4.3 The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4 This award rescinds and replaces the Crown Employees (Department of Planning, Industry and Environment) Wages Staff Award 2020 published 26 February 2021 (389 I.G. 239).

#### **5. Workplace Reform**

- 5.1 The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.
- 5.2 Workplace Reform includes:
  - 5.2.1 consultation with the parties on implementation.
  - 5.2.2 ensuring equal employment opportunity and recognition of merit.
  - 5.2.3 an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.
  - 5.2.4 the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.
  - 5.2.5 the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.
  - 5.2.6 benchmarking against comparative private sector organisations.
  - 5.2.7 making changes to working arrangements through consultation and cooperation.
  - 5.2.8 workplace communication to ensure there is a clear and common understanding of Department's objectives.
  - 5.2.9 innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

#### **6. Categories of Employment**

- 6.1 The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:
  - 6.1.1 for a specified term ("temporary employee"); or
  - 6.1.2 for the duration of a specified task ("temporary employee"); or
  - 6.1.3 for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").

- 6.2 A person may be engaged as an employee on a full-time or part-time basis.
- 6.3 At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including:
- 6.3.1 the type of employment;
  - 6.3.2 whether a probationary period applies and, if so, the expected duration of the period;
  - 6.3.3 whether there are any citizenship or residency requirements that apply to the position;
  - 6.3.4 whether there are any formal qualifications or security, health or other clearances that are requirements of the position;
  - 6.3.5 if the person is engaged for a specified term, the relevant reason or purpose and the specified term;
  - 6.3.6 if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and
  - 6.3.7 a list of the main instruments governing the terms and conditions of their employment.
- 6.4 Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.
- 6.5 Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.
- 6.6 Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.
- 6.7 The written agreement of a full-time employee will be obtained before the employee's hours are varied.

## **7. Rates of Pay**

- 7.1 The classifications and salary rates are set out in Table 1A - Wages Classification and Salary Schedules of this Award.
- 7.2 The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.
- 7.3 Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4 Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 2A:
- 7.4.1 Stonemason-carvers in item 28
  - 7.4.2 Electricians in item 29
  - 7.4.3 Plumbers (Welders special) in item 30

## 8. Allowances

- 8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.
- 8.2 Specific conditions relating to items listed below shall operate as provided by this clause:
- 8.2.1 Excess Fares and Travelling Time
- 8.2.2 Distant Work
- 8.2.3 Payment for Loss of Tools
- 8.2.4 Tool Allowance
- 8.3 Fares and Travelling Time
- 8.3.1 An allowance listed in Table 2B, item 44, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.
- 8.3.1.1 An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.
- 8.3.1.2 Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.
- 8.3.2 Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2 B at item 43.
- 8.3.3 An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.
- 8.3.4 The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.
- 8.4 Distant Work
- 8.4.1 The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.
- 8.4.2 For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

- 8.4.3 Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.
- 8.4.4 While on Distant Work, a majority of employees concerned, and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.
- 8.4.5 Providing that the employees concerned, and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:
- 8.4.5.1 the completion of the project; or
  - 8.4.5.2 within three months of its being worked; or
  - 8.4.5.3 is paid at ordinary rates.
- 8.4.6 An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to an employee:
- 8.4.6.1 who leaves of their own free will; or
  - 8.4.6.2 is dismissed for misconduct
    - before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.
- 8.4.7 Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid to cover the expenses, if any, of reaching home and of transporting tools, of an amount listed in Table 2B item 47.
- 8.4.8 On Distant Work the Department shall provide reasonable board and lodging or pay the allowance amount listed in Table 2B:
- 8.4.8.1 for each day residing away from the usual place of residence in item 48 or
  - 8.4.8.2 for each week of seven calendar days in item 49.
- 8.4.9 Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.
- 8.4.10 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site, they shall be paid the fares and travelling time allowance prescribed by this clause.
- 8.4.11 An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

- 8.4.12 The employee shall inform the Department in writing of subsequent change to the usual place of residence.
- 8.4.13 If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.
- 8.4.14 In general terms, the Department's policy for employees is that the provisions of the Distant Work clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.
- 8.4.15 The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

## 8.5 Payment for Loss of Tools

- 8.5.1 An employee shall be reimbursed by the Department to a maximum amount listed in Table 2B item 50 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.
- 8.5.2 Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- 8.5.3 Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.
- 8.5.4 Provided that for the purposes of this subclause:
- 8.5.4.1 Only tools used by the employee in the course of their employment shall be covered by this subclause.
- 8.5.4.2 The employee shall, if requested to do so, furnish the Department with a list of tools so used.
- 8.5.4.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
- 8.5.4.4 The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.
- 8.5.4.5 It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

## 8.6 Tool Allowance

- 8.6.1 Tool Allowances payable to Wages Staff shall be those set out in Table 2B:

- 8.6.1.1 Item 39:
- Carpenter/Joiner

- Stonemason-carver
- Stonemason
- Plumber
- Electrician
- Plasterer

8.6.1.2 Item 40:

- Bricklayer

8.6.1.3 Item 41:

- Slater & Tiler

8.6.1.4 Item 42:

- Painter

## 8.7 All Purpose Payment In lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

8.7.1.1 Wages Staff employees Levels 9, 10, 11 and 12.

8.7.1.2 Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

8.7.2 All allowances set out in clauses 4 and 5, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

8.7.2.1 Clause 4, Allowances, shall continue to be paid:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (40) Asbestos
- (43) Asbestos Eradication

8.7.3 In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

8.7.3.1 For all Heritage and Building Services Group employees and apprentices, other than slaters, plumbers and plumbing apprentices as listed in Table 2A, item 31.

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2A, item 32.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

8.7.4 Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the

Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

#### 8.8 Thermostatic Mixing Valves Allowance

8.8.1 An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid an amount listed in Table 2A, item 37, while undertaking inspection and certification of thermostatic mixing valves.

#### 8.9 Driving Van Allowance

8.9.1 Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance per day as listed in Table 2A item 38. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

#### 8.10 Allowances Review

8.10.1 Increases in Expense Related Allowances payable under the Awards listed in clause 8 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

8.10.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

8.10.3 Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

### **9. Pay Arrangements**

#### 9.1 Fortnightly Payment

9.1.1 Employees shall be paid fortnightly.

9.1.2 The Department shall not keep more than five days' pay in hand.

#### 9.2 Leave Loading

9.2.1 Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

### **10. Hours of Work**

10.1 Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.

10.2 Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.

- 10.3 Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.
- 10.4 Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.
- 10.5 Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.
- 10.6 Five hour break: an employee should not work for more than 5 hours without a break for a meal.
- 10.7 Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:
- 10.7.1 the prescribed weekly hours of duty;
- 10.7.2 the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
- 10.7.3 the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.
- 10.7.4 the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- 10.8 Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

## 11. Overtime

- 11.1 Overtime provisions, including payment for meals, as provided by clause 9, Overtime, of the Crown Employees (Skilled Trades) Award shall apply to all employees.
- 11.2 An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

## 12. Career Development and Training

- 12.1 The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:
- 12.1.1 assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.
- 12.1.2 assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
- 12.1.3 ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 12.2 The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.



Approved training will be conducted without loss of pay.

### **13. Rostered Days Off**

- 13.1 Rostered Day Off (RDO) provisions, as provided by clause 2, Hours - Day Workers, of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.
- 13.2 The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.
- 13.3 This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.
- 13.4 There will be appropriate records kept of the date an employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

### **14. Performance Management**

- 14.1 The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

### **15. Relocation Package**

- 15.1 Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.
- 15.2 The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.
- 15.3 The scope of the package must be defined in broad terms at the time of acceptance of the new position.

### **16. Leave**

- 16.1 All Awards, Agreements and Determinations relating to leave continue to apply to employees with the exception of the subclauses set out below.

#### **16.1.1 Annual Leave Loading**

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

#### **16.1.2 Family and Community Service Leave**

The Department Head shall grant to a staff member some or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

Such cases may include but not be limited to the following:

Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

Emergency or weather conditions, such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;

Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and

Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

The definition of "family" or "relative" in this clause is the same as that provided in subclause 26.1 of clause 26, Carer's Leave, of the Crown Employees (Skilled Trades) Award.

The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:

2½ of the staff member's working days in the first year of service and on completion of the first years' service, 5 of the staff member's working days in any period of 2 years; or

After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 26, Carer's Leave, of the Crown Employees (Skilled Trades) Award, shall be granted when paid family and community service leave has been exhausted.

A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

### 16.1.3 Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

### 16.1.4 Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 31, General Leave Conditions and Accidental Pay, of the Crown Employees (Skilled Trades) Award; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

### 16.1.5 Paid Maternity or Adoption Leave

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

### 16.1.6 Extended Leave after 7 Years' Service

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example, an employee with 7 years' service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-5 of the Public Service Industrial Relations Guide.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years' service.

### 16.1.7 Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, e.g., recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

#### 16.1.8 Public Holidays Whilst on Extended Leave

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

### 17. Grievance and Dispute Resolution

- 17.1 Subject to the provisions of the *Industrial Relations Act* 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2 An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4 If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 17.5 If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6 An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 17.7 Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8 Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

### 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 age and responsibilities as a carer.
- 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 terms 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:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
  - offering or providing junior rates of pay to persons under 21 years of age;
  - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 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.
- 18.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 18.7 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. Consultative Arrangements

- 19.1 The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2 The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.
- 19.3 The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4 The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5 Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

#### 19.6 Mass Meetings

19.6.1 Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

19.7 The Department shall consult with the Unions prior to the introduction of any technological change.

### **20. Workplace Representatives**

20.1 Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.

#### 20.2 Trade Union Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

### **21. Deduction of Union Subscriptions**

21.1 Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

### **22. Private Use of Business Vehicles**

22.1. Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

### **23. Relationship to Awards, Agreements etc.**

23.1 This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

23.2 In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award, clause 8, Allowances

### **24. Award Safety Net**

24.1 If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that

payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.

- 24.2 Such higher rates shall be paid from the date ordered by the IRC.
- 24.3 Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.
- 24.4 The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

#### **25. Leave Reserved**

- 25.1 Leave is reserved to any party to the award in relation to the following matters:
- 25.1.1 The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.
- 25.1.2 The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

#### **26. Assistance with Public Transport**

- 26.1 The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.
- 26.2 Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

#### **27. No Extra Claims**

- 27.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other tribunal.

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.

**APPENDIX ONE**

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

Levels 1 to 6

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by the Department as being competent to work to Level 1 standard.	<p>An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate flexibly on a range of equipment and machinery, on which the employee has received training.</p> <p>Carry out labouring tasks from written or verbal instruction.</p> <p>Any other tasks at this level as directed in accordance with the employee's level of training.</p> <p>Assist other workers at this or other levels to the extent of their experience or training.</p>	An employee at this level will have or be acquiring basic labouring skills.	Be responsible for the quality of their work subject to close supervision.	Understands and applies WH&S requirements so as not to injure themselves or other workers.	An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training.



<p>2 (95%)</p>	<p>An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.</p>	<p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work</p> <p>Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>	<p>An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.</p>	<p>Be responsible for the quality of their own work subject to close supervision.</p>	<p>Understands and applies WH&amp;S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.</p>
<p>3 (97.5%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p>	<p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p>	<p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p>	<p>A Level 3 employee understands and applies quality control techniques to their own work.</p>	<p>Understands and applies WH&amp;S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p>

<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site. Anticipates and plans for constant changes to the work environment.</p>
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<p>5 (105%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
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<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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## Level 7 to 9

Level	Definition	Scope of Work	Responsibility
7 (115%)	An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard.	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>
8 (120%)	An employee who is performing duties across two or more streams or within a designated area of work and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&amp;S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&amp;S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
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## Level 10

Level	Definition	Scope of Work
10 (133% - 135%)	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&amp;S requirements.</p> <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <p>Understands and applies quality assurance techniques.</p> <p>Possesses excellent interpersonal as well as oral and written communication skills.</p> <p>Exercises keyboard/computer skills in contract administration, job programming and estimating.</p> <p>Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.</p> <p>Is aware of WH&amp;S principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contracts.</p> <p>Is aware of and applies Equal Employment Opportunity principles.</p>	<p>Indicative of the tasks which an employee at this level may perform are:</p> <p>Understands and applies computer techniques as they relate to estimate and job control.</p> <p>Has a sound knowledge of the Department operations and procedures as they relate to project supervision and control.</p> <p>Possesses skills to enable the preparation of quantities for progress payments.</p> <p>Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.</p> <p>Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.</p> <p>Provide reports and assessment of work in progress, work ahead and general matters as required.</p> <p>Liaise with other sections of the Department, client Departments and Authorities as required.</p> <p>Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.</p> <p>Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.</p> <p>Recommend acceptance of quotations and issue of local orders within authorities as determined.</p> <p>Provide relief at Level 11 as required.</p> <p>Other duties as directed.</p>

Level 11 to 12

Level	Definition
11 (139% - 147%)	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&amp;S requirements.</p> <p>In addition, this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</p> <p>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</p> <p>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</p> <p>issue site instructions and recommend alternative construction methods, as necessary.</p> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&amp;S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>



Level	Definition
Level 12 (152% - 156%)	<p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, WH&amp;S, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>supervise staff at the Department Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including oversighting and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for the Department Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p>

**APPENDIX TWO****APPRENTICES**

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 16, Leave, of this Award shall have effect to the extent that it is inconsistent with clause 31, General Leave Conditions and Accident Pay, of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Table 1C - Apprentice Classification and Safety Schedules

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

The Department shall not keep more than five days pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under 8.3 of this Award.

Apprentices to the electrical/electronic trades shall be paid the Tool Allowance in clause 8.6.1.1 at item 39 of Table 2B - Expense Related Allowances, of this Award, in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of subclause 8.3 of this Award.

6. All Purpose Payment In lieu of Certain Allowances

All allowances set out in clauses 4 and 5, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award, shall not be paid to apprentices.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (43) Asbestos Eradication

7. In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

For all Heritage and Building Services Group apprentices, other than plumbing apprentices, shall be as listed in Table 2A, Item 31.

For plumbing apprentices as listed in Table 2A, item 32.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

### **APPENDIX THREE**

#### **COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4**

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

#### **BUILDING GROUP TRADES**

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

#### **ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:**

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately.)

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

#### **HERITAGE SERVICES GROUP TRADES**

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade, competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

## ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

## ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

Plumber (2 required)	Painter (2 of 3 required)	Stonemason (2 required)
Slatework Lead/Copper Work	Gold Leaf/Stencil Work Signwriting Glazing (measure, cut & fix)	Operate Factory Machines Work & Fix Complicated Stones
Electrician	Carpenter	Stone Cutters
Data Cabling	Glazing Rendering/Gyprock	Competent on all machines Competent Crane Operation

## STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

## LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

## ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

Should a Department Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A Department Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

#### GENERAL

Should a Department Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by the Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

The Department of Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

## PART B

### RATES & ALLOWANCES

#### Rates

From the first full pay period on or after 1 July 2021, the rates of pay set out under the heading 2021/22/shall be payable. These rates represent a 2.04%% wage increase from 1 July 2021.

Legend: pf = per fortnight, pw = per week, pd = per day, ph = per hour

**Table 1 A - Wages Classification and Wage Schedules**

Item	Award Code	Clause	Description	2020/21	2021/22	
Percentage increase for wage and wage related allowances				0.3%	2.04%	
1	1279	7.1	Level 1	92%	2,064.70 pf	2106.80 pf
2	1279	7.1	Level 2	95%	2,133.60 pf	2177.10 pf
3	1279	7.1	Level 3	97.50%	2,191.90 pf	2236.60 pf
4	1279	7.1	Level 4	100%	2,244.10 pf	2289.90 pf
5	1279	7.1	Level 5	105%	2,370.70 pf	2419.10 pf
6	1279	7.1	Level 6	110%	2,468.70 pf	2519.10 pf
7	1279	7.1	Level 7	115%	2,581.00 pf	2633.70 pf
8	1279	7.1	Level 8	120%	2,692.90 pf	2747.80 pf
9	1279	7.1	Level 9	126%	2,828.00 pf	2885.70 pf
10	1279	7.1	Level 10 Step 1	133%	2,975.90 pf	3036.60 pf
11	1279	7.1	Level 10 Step 2	135%	3,039.70 pf	3101.70 pf

12	1279	7.1	Level 11 Step 1	139%	3,128.70 pf	3192.50 pf
13	1279	7.1	Level 11 Step 2		3,195.10 pf	3260.30 pf
14	1279	7.1	Level 11 Step 3	147%	3,311.5 pf	3379.10 pf
15	1279	7.1	Level 12 Step 1	152%	3,414.40 pf	3484.10 pf
16	1279	7.1	Level 12 Step 2	156%	3,514.30 pf	3586.00 pf

**Table 1B - Survey and Spatial Classification and Wage Schedules**

Item	Award Code	Clause	Description	2020/21	2021/22
Percentage increase for wage and wage related allowances				0.3%	2.04 %
17	2,064.70 pf	7.1	Survey and Spatial Classification - Level 1	2,064.70 pf	2,106.80 pf
18	2,133.60 pf	7.1	Survey and Spatial Classification - Level 2	2,133.60 pf	2,177.10 pf
19	2,191.90 pf	7.1	Survey and Spatial Classification - Level 3	2,191.90 pf	2,236.60 pf
20	2,244.10 pf	7.1	Survey and Spatial Classification - Level 4	2,244.10 pf	2,289.90 pf

**Table 1C - Apprentice Classification and Wage Schedules**

Item	Award Code	Clause	Description	2020/21	2021/22
Percentage increase for wage and wage related allowances				0.3%	2.04%
<b>Three Year Program</b>					
21	1279	7.1	Apprentice 3 Year 1	1,398.00 pf	1426.50 pf
22	1279	7.1	Apprentice 3 Year 2	1,756.90 pf	1792.70 pf
23	1279	7.1	Apprentice 3 Year 3	2,007.30 pf	2048.20 pf
<b>Four Year Program</b>					
24	1279	7.1	Apprentice 4 Year 1	1,091. 20 pf	1113.50 pf
25	1279	7.1	Apprentice 4 Year 2	1,398.00 pf	1426.50 pf
26	1279	7.1	Apprentice 4 Year 3	1,756.90 pf	1792.70 pf
27	1279	7.1	Apprentice 4 Year 4	2,007.30 pf	2048.20 pf

**Table 2A - Wage Related Allowances**

Item	Award Code	2020/21	Description	2020/21	2021/22
Percentage increase for wage and wage related allowances				0.3%	2.04%
<b>Special Allowances</b>					
28	1279	7.4.1	All-purpose special allowance - Stonemason-carvers	150.20 pf	153.30 pf
29	1279	7.4.2	All-purpose special allowance - Electricians	150.20 pf	153.30 pf
30	1279	7.4.3	All-purpose special allowance - Plumbers	23.70 pf	24.20 pf
<b>All Purpose Allowances</b>					
31	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	62.90 pf	64.20 pf

32	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	70.70 pf	72.10 pf
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Other Allowances					
33	256		Electrician Licence	52.00 pw	53.10 pw
34	256		Plumber, Gasfitters, Drainers License	2.60 ph	2.65 ph
35	256		Registration allowance	1.03 pd	1.05 pd
36	256		First Aid allowance	3.65 pd	3.72 pd
37	1279	8.8.1	Thermostatic mixing valves allowance	0.71 ph	0.72 ph
38	1279	8.9.1	Driving van allowance	2.90 pd	2.96 pd

**Table 2B - Expense Related Allowances**

Item	Award Code	Clause	Description	2020/21	2021/22
39	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	67.10 pf	67.70 pf
40	1279	8.6.1.2	Tool Allowance for: Bricklayer	47.90pf	48.30 pf
41	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	34.90 pf	35.20 pf
42	1279	8.6.1.4	Tool Allowance for: Painter	16.30 pf	16.40 pf
43	1279	8.3.2	Private vehicle use	0.83 per km	0.84 per km
44	1279	8.3	Fares and Travelling Time	26.10 pd	26.33 pd
45			(fares)	15.70 pd	15.85 pd
46			(travelling time)	10.40 pd	10.50 pd
47	1279	8.4.7	Distance work - transporting tools	25.20 pd	25.43 pd
48	1279	8.4.8.1	Distance work - per day	78.10 pd	78.80 pd
49	1279	8.4.8.2	Distance work - per week	546.80 pw	551.70 pw
50	1279	8.5.1	Loss of tools	1945.20 pd	1962.70 pd

**Method of Adjustment****Wages - fortnightly rates**

Fortnightly wage rates are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount.

**Allowances**

Wage related allowances (such as a first aid allowance) are increased by 2.04 per cent.

Fortnightly and weekly allowances are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount. Daily, hourly and per shift allowances are rounded to the nearest cent.

Expense related allowances (such as meal and travelling allowances) are in accordance with the Crown Employees (Skilled Trades) Award (Award code 256).

J. WEBSTER, *Commissioner*

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**CROWN EMPLOYEES NURSES' (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 188742 of 2021)

Before Chief Commissioner Constant

22 July 2021

**AWARD****1. Arrangement****PART A**

Clause No.	Subject Matter
I.	Arrangement
2.	Definitions
3.	General Conditions of Employment
4.	Salary Rates
5.	Overtime
6.	Penalty Payments for Shift Work and Weekend Work
7.	Public Holidays
8-.	Annual Leave
9.	Grading of Nurse/Midwife Manager
10.	Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Personal Carer's Leave
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings Clause
16.	Career Break Scheme
17.	Commitments During the Life of this Award

**PART B****MONETARY RATES**

Table 1 - Salaries

**PART A****2. Definitions**

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

The "Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) of 50 O'Dea Avenue, Waterloo, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years and be paid this deferred salary in the fifth year.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

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

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the Ministry of Health or in a Public Service agency as per Schedule 1 of the *Government Sector Employment Act 2013* where the Secretary, Ministry of Health is the head of Agency.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Government Sector Employment Act 2013*, is a reference to the Secretary, Ministry of Health.

Registered Nurse/Midwife, Nurse/Midwife Educator, Nurse/Midwife Manager, Nursing/Midwifery Unit Manager, Clinical Nurse/Midwife Educator, Clinical Nurse/Midwife Specialist, Clinical Nurse/Midwife Consultant and Nurse/Midwife Practitioner shall all have the same meaning as defined in the Public Health System Nurses' and Midwives' (State) Award 2021

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

### **3. General Conditions of Employment**

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 of the *Government Sector Employment Act 2013*, together with the Government Sector Employment Regulation 2014, the Government Sector Employment (General) Rules 2014, the Public Service Industrial Relations Guide as amended from time to time and/or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time.

### **4. Salary Rates**

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

### **5. Overtime**

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

- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

#### **6. Penalty Payments for Shift Work and Weekend Work**

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:
  - (i)
    - (1) On afternoon shift, commencing at or after 10.00 a.m. and before 1.00 p.m. at the rate of ten per cent extra.
    - (2) On afternoon shift, commencing at or after 1.00 p.m. and before 4.00 p.m. at the rate of 12½ per cent extra.
    - (3) On night shift, commencing at or after 4.00 p.m. and before 4.00 a.m. at the rate of 15 per cent extra.
    - (4) On night shift, commencing at or after 4.00 a.m. and before 6.00 a.m. at the rate of ten per cent extra.
  - (ii)
    - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
    - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
    - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in paragraph (i) of this clause.
  - (iii) Between midnight to the following midnight on a public holiday at the rate of halftime extra in substitution for and not cumulative upon the shift premiums prescribed in paragraph (i) and (ii) of this clause.

#### **7. Public Holidays**

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. 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. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.

- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

### **8. Annual Leave**

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time:
  - (i) the provisions of clause 7, Public Holidays; or
  - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees' annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time.

### **9. Grading of Nurse/Midwife Manager**

Grading provisions of the Public Health System Nurses' and Midwives' (State) Award 2021 apply to all positions of Nurse/Midwife Manager covered by this award.

### **10. Dispute Resolution Procedures**

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.

- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
  - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

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

- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These 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.

### 11. 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 an employee because the employee 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 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".

## 12. Personal Carer's Leave

The provisions of clause 85, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, shall apply.

## 13. Area, Incidence and Duration

- (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the *Government Sector Employment Act 2013*, as varied from time to time, where the Secretary, Ministry of Health is the Agency Head.
- (b) This Award rescinds and replaces the Crown Employees Nurses' (State) Award 2019 published 20 March 2020 (387 I.G. 30) and all variations thereof.
- (c) This Award commences on and from 1 July 2021. It shall remain in force until 30 June 2022.
- (d) The increases shown in the second column of Part B, Table 1 - Salaries commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2021.

## 14. No Extra Claims

Other than as provided for in the *Industrial Re/ations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2021 by a party to this Award.

## 15. Savings Clause

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

## 16. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty per cent of their, salary for four years and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their nominal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The Ministry of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year.
- (v) The Ministry of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees.

The Ministry of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.

- (vi) For members of the State Superannuation Scheme (SSS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the Ministry of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer and will be paid all monies in the account.

- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the Ministry of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the Ministry of Health in positions covered by the Award. However, this does not prevent work in the Ministry of Health in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive Ministry of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

#### **17. Commitments During the Life of this Award**

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
  - (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post-Acute Care;
  - (b) improved Severe Chronic Disease Management (SCDM);
  - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
  - (d) enhanced Healthcare Associated Infections (HAI) control;
  - (e) improved clinical hand-over procedures;
  - (f) reduction in medication errors;
  - (g) increased utilisation of Tele health, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
  - (h) improved Nursing/Midwifery Unit Manager capabilities;
  - (i) improved Drug & Alcohol Consultation liaison;
  - (j) improved Management of Patient Deterioration;
  - (k) management of ambulatory care sensitive conditions;
  - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
  - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.



- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
  - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
  - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
  - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
  - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
  - (f) operationalising Supervision for Safety principles within existing staffing.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Classification	Rates for FFPPCOOA 01/07/2021 per week
Registered Nurse/Midwife	
1st Year	1259.00
2nd Year	1327.30
3rd Year	1395.90
4th Year	1469.30
5th Year	1542.30
6th Year	1614.90
7th Year	1697.90
8th Year and Thereafter	1767.70
Clinical Nurse/Midwife Specialist	
Grade 1 - 1st Year and Thereafter	1839.60
Grade 2 - 1st Year	1976.10
Grade 2 - 2nd Year and Thereafter	2041.00
Clinical Nurse/Midwife Consultant	
Appointed prior to 31.12.99	2262.10
Grade 1 - 1st Year	2211.30
Grade 1 - 2nd Year and Thereafter	2256.50
Grade 2 - 1st Year	2301.10
Grade 2 - 2nd Year and Thereafter	2346.90
Grade 3 - 1st Year	2437.00
Grade 3 - 2nd Year and Thereafter	2482.30
Clinical Nurse/Midwife Educator	
Year 1	1914.00
Year 2 and Thereafter	1976.10

Classification	Rates for FFPPCOOA 01/07/2021 per week
Nurse/Midwife Educator	
4th Year as at 1/7/08	2262.10
Grade 1 - 1st Year	2149.90
Grade 1 - 2nd Year and Thereafter	2211.30
Grade 2 - 1st Year	2301.10
Grade 2 - 2nd Year and Thereafter	2346.90
Grade 3 - 1st Year	2437.00
Grade 3 - 2nd Year and Thereafter	2482.30
Nurse/Midwife Practitioner	
1st Year	2437.00
2nd Year	2482.30
3rd Year	2545.70
4th Year and Thereafter	2609.40
Nursing/Midwife Unit Manager	
Level 1	2217.70
Level 2	2322.70
Level 3	2385.30
Nurse/Midwife Manager	
Grade 1 - 1st Year	2211.30
Grade 1 - 2nd Year and Thereafter	2256.50
Grade 2 - 1st Year	2301.10
Grade 2 - 2nd Year and Thereafter	2346.90
Grade 3 - 1st Year	2437.00
Grade 3 - 2nd Year and Thereafter	2482.30
Grade 4 - 1st Year	2572.40
Grade 4 - 2nd Year and Thereafter	2617.60
Grade 5 - 1st Year	2707.20
Grade 5 - 2nd Year and Thereafter	2753.00
Grade 6 - 1st Year	2843.30
Grade 6 - 2nd Year and Thereafter	2888.80
Grade 7 - 1st Year	3068.50
Grade 7 - 2nd Year and Thereafter	3114.20
Grade 8 - 1st Year	3294.80
Grade 8 - 2nd Year and Thereafter	3339.70
Grade 9 - 1st Year	3520.00
Grade 9 - 2nd Year and Thereafter	3565.50

N. CONSTANT, *Chief Commissioner*

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## PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 223156 of 2021)

Before Chief Commissioner Constant

10 August 2021

### AWARD

#### PART A

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
4A.	Multiple Assignments
5.	Pilot Roster Projects
6.	Introduction of Change
7.	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
8.	Rosters
9.	Salaries
10.	Salary Sacrifice to Superannuation
11.	Leave for Matters arising from Family Violence
12.	Special Allowances
13.	Continuing Education Allowance
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17.	Special Rates and Conditions
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39. Grading Committee
40. Grading of Nurse/Midwife Manager Positions
41. Deputy Directors of Nursing, Assistant Directors of Nursing
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45. Termination of Employment
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49. Anti-discrimination
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52. Deduction of Union Membership Fees
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54. Trade Union Activities
55. Learning and Development Leave
56. Career Break Scheme
57. Commitments During Life of this Award
58. Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

### 2. 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.

### 3. Definitions

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

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

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

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

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

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

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

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

"Area Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

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

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty per cent of their salary for four years and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years' experience in the relevant specialist field.
- A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:
  - (a) actively contributes to the development of clinical practice in the ward/unit/service;
  - (b) acts as a resource and mentor to others in relation to clinical practice; and
  - (c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years' experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

Exercises extended autonomy of decision making;

Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or

specialist clinical practice across a small or medium sized health facility/sector/service; or

primary case management of a complete episode of care; or

primary case management of a continuum of specialty care involving both inpatient and community based services; or

an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full

time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Ministry" means the NSW Ministry of Health.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse/Midwife Managers.

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification - Special Grade" means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Enrolled Nurse - Special Grade" means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Experience" in relation to an assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service
- (e) any environmental health service
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997*) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* or its successors, assignees or transmittes.

"Local Health District" includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the *Health Services Act* of 1997 including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse/Midwife Managers.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing/midwifery education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

- Post-registration certificates;
- Continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Post-enrolment enrolled nurses' courses; and,
- General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.



"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;
- A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or
- A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

- A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or
- The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of Clause 53 Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Secretary Ministry of Health and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

(a) CO-ORDINATION OF PATIENT SERVICES -

- liaison with all health care disciplines for the provision of services to meet patient needs;
- the orchestration of services to meet patient needs after discharge;
- monitoring catering and transport services.

## (b) UNIT MANAGEMENT -

- implementation of hospital/health service policy;
- dissemination of information to all personnel;
- ensuring environmental safety;
- monitoring the use and maintenance of equipment;
- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

## (c) NURSING STAFF MANAGEMENT -

- direction, co-ordination and supervision of nursing activities;
- training, appraisal and counselling of nursing staff;
- rostering and/or allocation of nursing staff;
- development and/or implementation of new nursing practice according to patient need.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

"Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

"Public Health Organisation" means:

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

"Public Hospital" means:

- (a) a hospital controlled by a Local Health District, or
- (b) a hospital controlled by a statutory health corporation, or
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or
- (d) a hospital controlled by the Crown (including the Minister or the Secretary, NSW Health).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses: -

Associate Diploma in Community Health -  
College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Administration -  
College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Education -  
College of Nursing, Australia; N.S.W. College of Nursing;  
Newcastle College of Advanced Education;

Certificate in Operating Theatre Management -  
N.S.W. College of Nursing;

Certificate in Operating Theatre Technique -  
College of Nursing, Australia;

Certificate in Coronary Care -  
N.S.W. College of Nursing;

Certificate in Orthopaedic Nursing -  
N.S.W. College of Nursing;

Certificate in Ward Management -  
N.S.W. College of Nursing;

Midwife Tutor Diploma -  
College of Nursing, Australia, or Central Midwives Board, London;

Occupational Health Nursing Certificate -  
N.S.W. College of Nursing

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

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

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

"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.

#### **4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education**

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

- (ii)
  - (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of mealtimes, shall not exceed an average of 38 hours per week in each roster cycle.
  - (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.
- (iii)
  - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
  - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (iv)
  - (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, i.e. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
  - (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.
- (v)
  - (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
  - (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.

- (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast	between 6am and 9am
Midday Meal	between 12 noon and 2pm
Evening Meal	between 5pm and 7pm
Night Meal	between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

- (x)
- (a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
  - (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
  - (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
  - (d) In lieu of the meal breaks in subclause (ix) and tea breaks in this subclause, the following crib break provisions shall apply to HealthShare Patient Transport Services (PTS) employees only;
    - i. HealthShare PTS 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. HealthShare PTS employees working a roster of 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. HealthShare PTS 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 rates.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.

- (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
- (xiv)
- (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
  - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
  - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
  - (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
  - (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
  - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xvii)
- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
  - (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
  - (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.

- (xviii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

#### **4A. Multiple Assignments**

- (i) Multiple assignments exist when an employee has more than one position under this Award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification shall not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

#### **Multiple Assignments Within a Single Public Health Organisation**

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

#### **Hours, Additional Days Off and Overtime**

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in paragraph (i)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or paragraph (ii)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:
1. that employee is entitled to additional days off in accordance with subclause (iii) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and
  2. paragraph (ii)(a) of clause 25, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
1. paragraph (ii)(b) of clause 25, Overtime, shall apply for the purposes of overtime, and

2. all ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated for the purposes of paragraph (ii)(b) of clause 25, Overtime, and treated as if it were worked under a single assignment.
- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and paragraphs (xi)(a) - (c) of clause 25, Overtime, do not apply;
1. subparagraphs (c)(2) and (d)(1) of this subclause shall not apply to time worked in that assignment provided that,
  2. ordinary hours worked in that assignment shall be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with paragraphs (c) or (d) of this subclause.

#### Temporary Employees

- (j) Where an employee has an assignment to which Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, shall only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of paragraphs (m) and (n) of this subclause shall not apply to the temporary assignment provided that subclause (iii) of Part III - Temporary Employees, of clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

#### Employees engaged as part-time employees as at 30 June 1986

- (k) Where an employee:
1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
  2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;
- subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Award.



- (l) Where an employee:
1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
  2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in paragraph (c) of this subclause,
- subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, shall not apply to any of their assignments.

#### Leave

- (m) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of paragraph (i)(a) of clause 37, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they shall be entitled to six weeks annual leave in accordance with paragraph (i)(a) of clause 30, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that 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

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

- (u) 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.
- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

#### Multiple Assignments Across Different Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
  - (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
  - (b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.
  - (c) Service in all assignments will be aggregated for the purposes of calculating long service leave and family and community service leave entitlements.
  - (d) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.
  - (e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
  - (f) If prior to the introduction of this clause and/or the Staff Link payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 25, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
  - (g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause shall apply to those assignments which are within a single Public Health Organisation.

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

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi)

of this clause, subclause (v) of this clause shall continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.

### 5. Pilot Roster Projects

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:
- (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer shall provide its reasons in writing to the Association or the nurses concerned.
  - (b) The terms shall include
    - (1) the duration of the project; and
    - (2) the conditions of the project; and
    - (3) the award provisions required to be overridden in order to implement the project; and
    - (4) review mechanisms to assess the effectiveness of the project.
  - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
  - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of paragraph (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Ministry.
- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (v) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:
- (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
  - (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer; or  
  
The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between

- the employee and the employer.
- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
  - (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
  - (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
  - (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
  - (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
  - (h) The minimum break between shifts shall be 11.5 hours.
  - (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
  - (j) No overtime shall be worked in conjunction with a 12 hour shift.
  - (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
  - (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by the public health organisation.
  - (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months' notice of the intended cessation shall be given to employees.

## **6. Introduction of 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 Association 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 Association, 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 Association in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association 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, Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.
- (f) 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.

#### **7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education**

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (ii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

#### **8. Rosters**

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least four weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

### 9. Salaries

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

- (ii) Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months service at the Year 2 rate and to the Thereafter rate until completion of twelve months service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter.

### 10. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

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

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

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

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

#### **11. Leave for Matters Arising from Family Violence**

- (i) In this clause family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (ii) The leave entitlements provided for in clause 37, Sick Leave and clause 32, Family and Community Services Leave of this Award may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- (iv) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- (v) Personal information concerning family violence will be kept confidential by the employer.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## 12. Special Allowances

- (i)
  - (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.
  - (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
  - (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
  - (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Ministry for a "casual" user. The provisions of this paragraph shall apply to all employees.
  - (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.
- (iii)
  - (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
  - (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
  - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
  - (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
- (iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.



- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vii)
- (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
  2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
  3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.
- (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9(b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

### 13. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 24 of the said Table 2.

- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award, negotiations between the NSW Ministry of Health and the Association must occur prior to referral to the Industrial Relations Commission for determination.

#### **14. Climatic and Isolation Allowances**

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime, the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.

- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

### 15. Penalty Rates for Shift Work and Weekend Work

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

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.

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

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

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

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

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

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.

- (vi) This clause shall not apply to Nurse/Midwife Managers classified Grade 4 or above.

### 16. Fares and Expenses

- (i) An employee required to travel in the performance of duty shall be reimbursed first-class rail fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.

- (ii)

(a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement, provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.

(b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment

exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.

- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Subclauses (ii) and (iii) of this clause shall not apply to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (v) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vi) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

### 17. Special Rates and Conditions

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals: -

Registered Nurses/Midwives;  
All Enrolled Nurse classifications; or  
Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates) and shall be adjusted from time to time in accordance with any general wage movements in this Award. Part time and Casual employees shall be paid this allowance on a pro rata basis.
- (iv) All nurses employed by the Justice Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates) and shall be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

#### Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.

- (vii) **Unscheduled Stopovers** - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2021-03-Meal, Travelling and Other Allowances for 2020-21 (as amended or replaced).

#### Team Leader

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this Award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
  - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.
  - (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
  - (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

### **18. Telephone Allowance**

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

### **19. Work Health and Safety for Employees of Contractors and Labour Hire Business**

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:
  - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which

- has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work, health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## 20. Mobility, Excess Fares and Travelling

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
- (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.

- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the (ref clause 36.3) of Table 1 of the Department of Premier and Cabinet Circular C2021-03-Meal, Travelling and Other Allowances for 2020-21 (as amended or replaced).
- (iii)
- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.
  - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
  - (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
  - (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed by Item 6 (ref clause 36.3) of Table 1 of the Department of Premier and Cabinet Circular C2021-03-Meal, Travelling and Other Allowances for 2020-21 as amended or replaced).
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.



## 21. Car Allowance

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by Item 6 (ref clause 36.3) of Table 1 of the Department of Premier and Cabinet Circular C2021-03-Meal, Travelling and Other Allowances for 2020-21 (as amended or replaced)."

## 22. Provision of Communication Device

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

## 23. Uniform and Laundry Allowances

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
  - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
  - (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
  - (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
  - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vii) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
  - (a) For female employees:
    - 1 Uniform Jacket

3 Culotte Mid-weight Skirts  
 2 Winter weight Culotte Skirts  
 3 Slacks  
 4 Blouses (2 long sleeve, 2 short sleeve)  
 1 Pair of Shoes  
 1 Handbag  
 1 Cardigan  
 1 Raincoat  
 1 Parka

- (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform shall be provided.

#### **24. Higher Grade Duty**

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.
- (ii) Where an employee acts in a vacant management position covered by this Award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

#### **25. Overtime**

- (i)
- (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.
- (ii)
- (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that

- overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) Employees employed pursuant to Part 1 of clause 29, Part Time, Casual and Temporary Employees, (i.e. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2014\_039 Nurses and Midwives - Permanent Part-time - Overtime provisions for on call roster, as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
  - (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
    - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
    - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
    - (c) Nurses cannot be compelled to take time off in lieu of overtime.
    - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
    - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
  - (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
  - (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
  - (vii)
    - (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
    - (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced)
  - (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall apply.

- (ix) An employee who works so much overtime:
  - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift;

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

- (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:
  - (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
  - (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances, regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this subclause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
  - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
  - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
  - (c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

## **26. Escort Duty**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.

- (iv) In respect of non-rostered time not spent in nursing duties:
  - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
  - (b) Periods in travelling shall count as working time.

### **27. Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 45, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but, in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written or electronic statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) 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 paid 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 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 subparagraph (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 paragraph (b)(iii) above, the Ministry 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.
- (vi) Subject to the provisions of subparagraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

### **28. Registration Pending**

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

### **29. Part-Time, Casual and Temporary Employees**

#### **PART I**

##### **PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave

Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.

- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours' notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

**PART II****CASUAL EMPLOYEES****A. General Provisions**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, clause 55, Learning and Development Leave and subclause (vii) of clause 38, Accommodation and Board, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.
- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours' notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

**B. Casual Conversion**

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of



six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

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

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

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### **PART III**

#### **TEMPORARY EMPLOYEES**

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.

- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

## PART IV

### SAVINGS PROVISIONS

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.
- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

### 30. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
  - (a) Employees required to work on a seven day basis - six weeks annual leave.
  - (b) All other employees - four weeks annual leave.
- (ii)
  - (a) An employee to whom paragraph (a) of subclause (i) of this clause, applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such

payment 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.

- (b) To leave prescribed by paragraph (a) of subclause (i), there shall be added one working day or one half working day for each public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
- (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
  - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
  - (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
  - (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
  - (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
  - (vii)
    - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.

- (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
- (c) The employer shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.

(viii)

- (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
- (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
- (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.

(xi)

- (a) In addition to the leave prescribed by subclause (i) employees 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 qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- (b) An employee entitled to additional annual leave under subclauses 30(i)(a), 30(xi)(a) or 17(ii) 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, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.

- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.

### **31. Annual Leave Loading**

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.

### **32. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

#### **A. FACS Leave**

- (iv) FACS leave - general

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

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

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

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

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

- (v) FACS Leave replaces Compassionate Leave.
- (vi) An employee 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.

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence of this Award, shall be governed by the provisions of clause 11

- (vii) FACS leave - entitlement
  - (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:
    - 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
    - 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.
  - (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.
  - (c) FACS Leave is available to part-time employees on a pro rata basis.

- (viii) Additional FACS leave for bereavement purposes

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

- (ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

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

## B. Personal/Carer's Leave

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

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

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

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

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

(xii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

- (b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C. Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

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

(xiv) Personal carers entitlement for casual employees

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

D. Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

(xv) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in subclause (x) above.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.



## (xvi) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

**33. Long Service Leave**

## (i)

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

Employees with at least seven years' service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

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

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

## (ii) For the purposes of subclause (i) of this clause -

- (a) "Service" shall mean service:
  - (1) as a full time and/or permanent part time employee in one or more hospitals, public health organisations, Local Health Districts or former NSW Area Health Services; and
  - (2) as a full time and/or permanent part time employee with any "government sector agency" (as defined by Schedule 2 of the Government Sector Employment Regulation 2014, as amended from time to time, hereafter referred to as "the GSER") or any "Commonwealth or interstate agency" (as defined by Schedule 2 of the GSER as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the GSER for such service.
- (b) Service shall not include -
  - (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after 12 March 1975;
  - (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
  - (a) on full pay, or
  - (b) on half pay, or
  - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
  - (a) for each period of long service leave taken on full pay - the number of days so taken,
  - (b) for each period of long service leave taken on half pay - half the number of days so taken,
  - (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.
- (v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
  - (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
  - (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
  - (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
  - (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (ix) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.

- (x)
- (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years' service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this subclause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (xi) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xii) All employees employed under Part I - Permanent Part-Time Employees of clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees' records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (xi) of this clause.

- (xiii) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xiv) The following provisions apply only to employees employed in a hospital as at 12 March 1975:
- (a) An employee who -
- (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
- (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:
- shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (b) An employee employed -
- (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in subclause (x) of this clause;
- (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

### **34. Maternity, Adoption and Parental Leave**

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time"), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:
- the employee or employee's spouse is pregnant; or
  - the employee is or has been immediately absent on parental leave.

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

- (b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave of this clause.

(iii) Liability for Superannuation Contributions

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

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave -

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

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

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

(ii) Portability of Service for Paid Maternity Leave -

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

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

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

(iii) Entitlement to Paid Maternity Leave -

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D, Right to Request, of this clause.

(v) Applications -

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

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

(vi) Variation after Commencement of Leave -

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

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

(vii) Staffing Provisions -

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy -

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

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

(x) Transfer to a More Suitable Position -

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

(xi) Miscarriages -

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

(xii) Stillbirth -

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

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

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

(xiv) Right to Return to Previous Position -

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

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

(xv) Further Pregnancy While on Maternity Leave -

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

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

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

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

B. Adoption Leave

(i) Eligibility -

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

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

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

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

(ii) Entitlement -

(a) Paid Adoption Leave -

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

Paid adoption leave may be paid: -

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:



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

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

(iii) Applications -

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

(iv) Variation after Commencement of Leave -

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

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

C. Parental Leave -

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

## (iii) Entitlements

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

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

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

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

## (iv) Applications

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

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

## (v) Variation after Commencement of Leave

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

- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

- (vii) Right to return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
- (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

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

- (iii) The employee's request and the employer's decision made under paragraph (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under paragraph (i)(c):

- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
- (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
- (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. 2019\_010 Leave Matters for NSW Health Service, as amended from time to time.
- (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
- (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore, the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and

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

F. Commonwealth Paid Parental Leave (CPPL)

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

### 35. Military Leave

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.

### 36. Repatriation Leave

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.

### 37. Sick Leave

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
  - (a) An employee shall not be entitled to sick leave until after three months continuous service.
  - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

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

- (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
- (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
- (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such

additional payment will not affect the subsequent year's sick leave entitlement, ie. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive No. PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time).

- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (iii) For the purpose of this clause "Service" means service in the industry of nursing.
- (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
  - (a) absences from such industry on account of illness;
  - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
  - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
  - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
  - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
- (v) Part Time Employees : a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (i) of this clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

### **38. Accommodation and Board**

- (i) The employer shall where practicable provide for the use of employees who live in:
  - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does

not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.

- (b) Employees other than Directors of Nursing:
- (1) Dining facilities suitable to the reasonable needs of the nursing staff.
  - (2) A lounge room suitable to the reasonable needs of the staff.
  - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
  - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
  - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
  - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
  - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
  - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.
  - (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the wintertime.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
- (iii) The following deductions from salary shall be made by an employer for accommodation:
- (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
  - (b) Directors of Nursing provided with a self-contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
- (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early

morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in Item 16 of table 2 of Part B per week.

(v)

(a) The employer shall provide for the use of employees who live out:

- (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
- (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;

(b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.

(vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.

(vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

### **39. Grading Committee**

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) 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.

### **40. Grading of Nurse/Midwife Manager Positions**

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.

- (ii) The employer may determine a higher grading including a multi-grade, e.g. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

#### **41. Deputy Directors of Nursing, Assistant Directors of Nursing**

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:

Less than 150 beds - a Deputy Director of Nursing

150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.

- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

#### **42. Proportion**

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

#### **43. Medical Examination of Nurses**

See NSW Health Policy Directives No PD2019\_010 Leave Matters for NSW Health Service and PD2017\_040 Recruitment and Selection of Staff to the NSW Health Service as amended from time to time.

#### **44. Domestic Work**

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas or any duties which are generally performed by classifications other than



nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

#### **45. Termination of Employment**

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days' notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days' notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days' notice (or in the case of a Director of Nursing, twenty eight days' notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days' pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

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

#### **47. Right of Entry**

See Chapter 5, Part 7 of the *Industrial Relations Act 1996* and Part 7 of the *Work Health and Safety Act 2011* (as amended or replaced).

#### **48. Disputes**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.

- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at Public Hospital/Local Health District or Public Health organisation/Ministry level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996* (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

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

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These 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.

#### **49. 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 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 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".

### 50. Exemption

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the Sydney Dental Hospital provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

### 51. Salary Packaging

- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Health Policy Directive PD2018\_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
- (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 9, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the

scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits are deducted from the pre-tax dollars.

- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

#### **52. Deduction of Union Membership Fees**

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" shall be defined as monthly except where the practice and protocol of an employer as at March 2002 was fortnightly.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

#### **53. Staffing Arrangements**

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.

## (iii) Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
- (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (g) An employee shall not be required to work an unreasonable amount of overtime.
- (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
- (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.

## (iv) Staffing and Specialties

The Association and the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

**SECTION I: REPLACEMENT OF ABSENCES**

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.

- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

## SECTION II: NURSING HOURS WARDS AND UNITS

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
1. All Types of Critical Care Units:
    - Intensive Care Units
    - High Dependency Units
    - Coronary Care Units
    - Burns Units
    - Neo-natal Intensive Care Units
  2. Day Only Wards
  3. Day of Surgery Wards
  4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc.)
  5. Paediatrics
  6. Drug & Alcohol
  7. All Midwifery Services:
    - Antenatal
    - Post Natal, Nurseries
    - Delivery & Birthing Suites
  8. 23 Hour Wards
  9. Fast track wards
  10. Transition Wards (slow stream)
  11. Medical/Surgical Assessment Units (MAU & SAU)
  12. Medical/Surgical Acute Care Units (MACU & SACU)
  13. Wards/Units attached to Emergency Departments:
    - Psychiatric Emergency Care Centres (PECC)
    - Observation wards
    - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A1 and A3 facilities, being Principal Referral Hospitals and Ungrouped Acute Tertiary Referral Hospitals, accounted for over the period of a week.

- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Hospitals Group 1 and Group 2, accounted for over the period of a week. General inpatient wards in Peer Group B facilities will move to 6.0 NHPPD in accordance with a timetable, determined by the Ministry on an annual basis and to be provided to the Association once determined.
- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week. General inpatient wards in certain Peer Group C facilities will move to 6.0 NHPPD from a specific date during the life of this Award, in accordance with a timetable, determined by the Ministry on an annual basis and to be provided to the Association once determined.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week. Inpatient adult acute mental wards in certain specialised mental health facilities will move to 6.0 NHPPD from a specific date during the life of this Award, in accordance with a timetable, determined by the Ministry on an annual basis and to be provided to the Association once determined.
- (k) At the time the new staffing levels referred to in Section II, subclauses (d) to (j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (l) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
  - 1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
  - 2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
  - 3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

**Example Table 1**

<b>NHPPD:</b>	<b>6</b>	which delivers the following nursing hours:	<b>Average Hours Per Day:</b>	<b>156</b>
<b>Number of Patients:</b>	<b>26</b>		<b>Hours Per Week:</b>	<b>1092</b>

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Tuesday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Wednesday	6.5	1: 4	0	6	1: 4.3	1	4	1: 6.5	148
Thursday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Friday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Saturday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
Sunday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
							<b>Hours Per Week</b>		<b>1092</b>

Notes: #Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. \*In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.



**Example Table 2**

<b>NHPPD:</b>	<b>6</b>	which delivers the following nursing hours:	<b>Average Hours Per Day:</b>	<b>156</b>
<b>Number of Patients:</b>	<b>26</b>		<b>Hours Per Week:</b>	<b>1092</b>

	<b>MORNING</b>			<b>AFTERNOON</b>			<b>NIGHT</b>		
	<b>Number of Staff</b>	<b>#Equivalent Ratio</b>	<b>*In Charge with no allocated patients</b>	<b>Number of Staff</b>	<b>#Equivalent Ratio</b>	<b>*In Charge with no allocated patients</b>	<b>Number of Staff</b>	<b>#Equivalent Ratio</b>	<b>Total Hours</b>
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Tuesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Wednesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Thursday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Friday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Saturday	8	1: 3.3	0	8	1: 3.3	0	4	1: 6.5	168
Sunday	8	1: 3.3	0	7.5	1: 3.5	0	4	1: 6.5	164
							<b>Hours Per Week</b>		<b>1092</b>

Notes: #Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. \*In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (m) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (n) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the number of patients. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (o) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (p) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (q) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
  - 1. deployment of nurses from other wards/units;
  - 2. additional hours for part time staff;
  - 3. engagement of casual/agency nursing staff;
  - 4. overtime;
  - 5. prioritisation of nursing activities on the ward/unit;
  - 6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (r) Spot Check
  - 1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
  - 2. At any time, a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
  - 3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
  - 4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
  - 5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
  - 6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
  - 7. The outcome of the spot check will be made available to the Reasonable Workload Committee.

- (s) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards
1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:  
  

$$(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24 \text{ (Number of patients)}$$
  2. Then take the applicable NHPPD figure (e.g. 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above e.g. 24.
  3. In this example,  $6 \times 7 \times 24 = 1,008$  nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
  4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
  5. The spot check would require the completion of this calculation for four consecutive weeks.
- (t) Annual Leave relief
1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this Award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
  2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.
- (u) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

### **SECTION III: STAFFING ARRANGEMENTS FOR PEER GROUP D & F3 MPS**

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Service facilities with community inpatient acute beds and a level 2 or above emergency department function:
- (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.
- (b) The parties recognise that where implementation of the provisions at (a)(1) above requires a change in the classification mix this will be achieved progressively from the date of this Award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

**SECTION IV: PERIOPERATIVE SERVICES**

- (a) ACORN 2008 standards will apply, in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:
1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
  2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

**SECTION V: MATERNITY SERVICES**

- (a) The Association and the Ministry have agreed that the Birth rate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services.

**SECTION VI: INPATIENT MENTAL HEALTH STAFFING ARRANGEMENTS**

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
1. Forensic Units;
  2. Child & Adolescent Units;
  3. Older Adult;
  4. Psychiatric Emergency Care Centres (PECC);
  5. Rehabilitation;
  6. Extended Care Units;
  7. Mental Health Intensive Care Units
- (c) When determining the nursing FTE the following should be considered:
1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
  2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
  3. Categories:
    - The number of inpatients requiring 1 staff or more to 1 patient;
    - The number of inpatients requiring close observation;
    - The number of inpatients assessed requiring sighting at regular intervals;
    - The number of inpatients nearer to going home.
  4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
  5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
  6. Level of vulnerability/potential of exploitation from others (such as sexual safety, financial exploitation);

7. Age of patient and co-morbidities;
  8. Patients with a dual diagnosis;
  9. Type of facility and unit (e.g. Closed/Open Units);
  10. Design of unit;
  11. Number of beds available;
  12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
    - (i) The available level of support staff (e.g. ward clerks, medical officers, patient support officers, allied health staff);
    - (ii) Teaching and research activities;
    - (iii) Provision of nurse escorts;
    - (iv) Ward geography; and
    - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing FTE required for leave relief:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
  4. Assess impact on staff for workers' compensation/return to work programs on the FTE required.
- (e) General
1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
  2. Consideration should be given to the evolution of future clinical roles in nursing.
  3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
  4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

#### **SECTION VII: COMMUNITY AND COMMUNITY MENTAL HEALTH STAFFING ARRANGEMENTS**

- (a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.

- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded/budgeted FTE must include no less than two weeks (10 days) of sick/FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick/FACS/ mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, e.g. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction. Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.
- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However, this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.

- (n) Nursing hours utilised in carrying out non clinically related activities e.g. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

### **SECTION VIII: EMERGENCY DEPARTMENT STAFFING ARRANGEMENTS**

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workload issues in accordance with the Principles specified in subclause (iii).
- (b) When determining the nursing FTE required:
  - 1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
  - 2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
  - 3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing FTE required for leave relief:
  - 1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  - 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  - 3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
  - 4. Assess the impact on staff for workers' compensation/return to work programs on FTE required.
- (d) General
  - 1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
  - 2. There is to be an identified triage nurse on every shift.
  - 3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
  - 4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
  - 5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
  - 6. This list indicates minimum requirements only.

- (e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

<b>Description</b>	<b>Provision</b>
Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more	Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.	One designated resuscitation nurse on each of three shifts per day

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

#### **SECTION IX: HOSPITAL LISTINGS**

- (a) The Ministry will publish on its website the following lists, updated annually:
1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
  2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;
  3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.
- (v) Role of Reasonable Workload Committees
- (a) Reasonable Workload Committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
  - (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
  - (c) Public hospitals, mental health facilities and multi-purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.



Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Ministry of Health and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.

(vi) Structure of Reasonable Workload Committees

- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee shall be established for the relevant public hospital or public health organisation. Such requests shall be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health District or Statutory Health Corporation.
- (c) Each Reasonable Workload Committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

(vii) Grievances in relation to workload

- (a) Notwithstanding the provisions specified in subclauses (ii) to (iii) of clause 48, Disputes, in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
- (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).

- (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.
- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under paragraph (v)(b).
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of subclauses (iv) to (ix) of clause 48, Disputes, in this Award.

#### 54. Trade Union Activities

##### A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the *Work Health and Safety Act 2011*;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) A reasonable period of preparation time, before:
  - (a) meetings with management;
  - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
  - (c) any other meeting with management,  
by agreement with management, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of the employer;
- (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

**B. Trade Union Leave Activities**

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below: -

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

**C. Trade Union Training Courses**

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Australian Council of Trade Unions or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
  - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
  - (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
  - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

**D. On-Loan Arrangements**

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
  - (a) as an Executive Member; or
  - (b) a member of a Federal Council; or

- (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
  - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
  - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
  - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."

E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

F. Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this Award the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;

- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) The "on loan" arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the employer by the Association or the staff member.

### 55. Learning and Development Leave

(i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

- in-house courses or activities
- mandatory training and education

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Secretary of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) Types and amount of leave

- (a) Seminars, conferences and short courses
  - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
  - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.

## (b) Tertiary Study

- (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
- (2) Leave is not to be approved for failed or repeated subjects.

## (c) Face to face

- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.

## (d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

## (e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

## (f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

## (g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

## (v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

### 56. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for



payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.

- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation.
- (v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.

- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

#### **57. Commitments During Term of this Award**

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
- (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post-Acute Care;
  - (b) improved Severe Chronic Disease Management (SCDM);
  - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
  - (d) enhanced Healthcare Associated Infections (HAI) control;
  - (e) improved clinical hand-over procedures;
  - (f) reduction in medication errors;
  - (g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;

- (h) improved Nursing/Midwifery Unit Manager capabilities;
  - (i) improved Drug & Alcohol Consultation liaison;
  - (j) improved Management of Patient Deterioration;
  - (k) management of ambulatory care sensitive conditions;
  - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
  - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
  - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
  - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
  - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
  - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
  - (f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.

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

- (i) This Award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2019 published 20 March 2020 (387 I.G. 171) and all variations thereof.
- (ii) This Award shall apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* or its successors, assignees or transmittes.
- (iv) This Award commences on and from 1 July 2021. It shall remain in force until 30 June 2022.
- (v) The increases shown in the Schedule A commence from the first full pay period commencing on or after ('FFPPCOA') 1 July 2021

**SCHEDULE A**  
**PART B**  
**MONETARY RATES**

Table 1 - Salaries

Description	FFPPCOOA 01/07/2021 Per week \$
<b>Assistant in Nursing/Midwifery</b>	
1st Year	904.70
2nd Year	933.50
3rd Year	962.80
4th Year and Thereafter	992.60
<b>Enrolled Nurse without medication qualification</b>	
1st Year	1110.30
2nd Year	1134.70
3rd Year	1158.80
4th Year	1183.50
5th Year and Thereafter	1208.40
Special Grade >08.12.99	1246.10
<b>Enrolled Nurse</b>	
1st Year	1134.70
2nd Year	1158.80
3rd Year	1183.50
4th Year	1208.40
5th Year and Thereafter	1232.90
Special Grade	1270.70
<b>Registered Nurse/Midwife</b>	
1st Year	1259.00
2nd Year	1327.30
3rd Year	1395.90
4th Year	1469.30
5th Year	1542.30
6th Year	1614.80
7th Year	1697.90
8th Year and Thereafter	1767.70
<b>Clinical Nurse/Midwife Specialist</b>	
Grade 1 - 1st Year and Thereafter	1839.60
Grade 2 - 1st Year	1976.10
Grade 2 - 2nd Year and Thereafter	2041.00
<b>Clinical Nurse/Midwife Consultant</b>	
Appointed prior to 31.12.99	2262.10
Grade 1 - 1st Year >31.12.99	2211.30
Grade 1 - 2nd Year >31.12.99	2256.50
Grade 2 - 1st Year >31.12.99	2301.10
Grade 2 - 2nd Year >31.12.99	2346.90
Grade 3 - 1st Year >31.12.99	2437.00
Grade 3 - 2nd Year >31.12.99	2482.30
<b>Clinical Nurse/Midwife Educator</b>	
Year 1	1914.00
Year 2 and Thereafter	1976.10

<b>Nurse/Midwife Educator</b>	
4th Year as at 1/7/08	2262.10
Grade 1 - 1st Year	2149.90
Grade 1 - 2nd Year and Thereafter	2211.30
Grade 2 - 1st Year	2301.10
Grade 2 - 2nd Year and Thereafter	2346.90
Grade 3 - 1st Year	2437.00
Grade 3 - 2nd Year and Thereafter	2482.30
<b>Nurse/Midwife Practitioner</b>	
1st Year	2437.00
2nd Year	2482.30
3rd Year	2545.70
4th Year and Thereafter	2609.40
<b>Nursing/Midwifery Unit Manager</b>	
Level 1	2217.70
Level 2	2322.70
Level 3	2385.30
<b>Nurse/Midwife Manager</b>	
Grade 1 - 1st Year	2211.30
Grade 1 - 2nd Year and Thereafter	2256.50
Grade 2 - 1st Year	2301.10
Grade 2 - 2nd Year and Thereafter	2346.90
Grade 3 - 1st Year	2437.00
Grade 3 - 2nd Year and Thereafter	2482.30
Grade 4 - 1st Year	2572.40
Grade 4 - 2nd Year and Thereafter	2617.60
Grade 5 - 1st Year	2707.20
Grade 5 - 2nd Year and Thereafter	2753.00
Grade 6 - 1st Year	2843.30
Grade 6 - 2nd Year and Thereafter	2888.80
Grade 7 - 1st Year	3068.50
Grade 7 - 2nd Year and Thereafter	3114.20
Grade 8 - 1st Year	3294.80
Grade 8 - 2nd Year and Thereafter	3339.70
Grade 9 - 1st Year	3520.00
Grade 9 - 2nd Year and Thereafter	3565.50
<b>Registered Mothercraft Nurse</b>	
9th Year	1500.20
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.	
<b>Registered Nurse – Pre-Registration</b>	
1st Year and Thereafter	1085.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance	FFPPCOA 1/07/2021 \$
		<b>In charge of hospital</b>	
1	12(i)(a)	RN in charge of hospital - per shift	\$36.00
		<b>On Call</b>	
2	12(ii)(a)	On Call Allowance - per hour	\$3.94
2	12(ii)(a)	On Call Allowance minimum payment	\$31.52
3	12(ii)(b)	On Call Allowance on RDO - per hour	\$7.86
3	12(ii)(b)	On Call Allowance on RDO minimum payment	\$62.88

4	12(ii)(c)	On call during meal break - per break	\$15.49
		<b>Radiographic</b>	
5	12(iii)(a)	Director of Nursing performing radiographic duties - per week	\$43.91
6	12(iii)(c)	Employee in absence of DON - per day	\$8.79
6	12(iii)(c)	Maximum payment - per week	\$43.91
7	12(iv)	Employee wearing lead apron - per hour	\$2.18
		<b>In Charge of Ward/Hospital</b>	
8	12(v)(a) & (b)	RN in charge of ward - per shift	\$36.00
9	12(vi)	RN in charge of ward also in charge of hospital <100 beds - per shift	\$53.99
9(b)	12(ix)	RN in charge of ward also in charge of hospital >100 beds - per shift	\$69.01
		<b>Climatic/Isolation</b>	
10	14(i)	Climatic Allowance - per week	\$4.03
10	14(ii)	Isolation Allowance - per week	\$7.92
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week	\$35.55
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	\$15.49
		<b>Justice Health</b>	
11a.	17(iii)	Justice Health Service Environmental Allowance per annum	\$3157
11b.	17(iv)	Justice Health Service Productivity Allowance - per week	\$77.83
		<b>Excess Fares</b>	
12	20(iv)(b)	Excess Fares - per day	\$5.58
		<b>Uniform and Laundry Allowance</b>	
13	23(iii)(a)	Uniform Allowance - per week	\$7.99
13	23(iii)(a)	Shoes Allowance - per week	\$2.47
13	23(iii)(a)	Uniform (including shoes allowance) - per week	\$10.45
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	\$2.40
14	23(iv)	Laundry Allowance - per week	\$6.66
		<b>Accommodation and Board Deductions</b>	
15	38(iii)(a)	Separate bedroom - per week	\$75.37
15	38(iii)(b)	Self-contained flat - per week	\$91.84
16	38(iv)	Deduction for meals (per week)	\$162.69
17	38(v)(b)	Breakfast - per meal	\$5.50
17	38(v)(b)	Other meals - per meal	\$10.02
		<b>CSSD</b>	
18	12(viii)	EN employed in CSSD unit with CSSD Cert - per week	\$17.07
		<b>Flight Nurses</b>	
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service - per week	\$17.43
		<b>Continuing Education Allowance (CEA)</b>	
20	13(ii)	CEA - Post Registration Hospital Certificate - per week	\$41.90
21	13(iii)	CEA - Post Graduate Certificate - pw	\$41.90
22	13(iv)&(x)	CEA - Post Graduate Diploma or Degree - per week	\$63.00
23	13(v)&(x)	CEA - Masters Degree or Doctorate - per week	\$75.70
24	13(vii)	CEA - Enrolled Nurse Certificate 4 - per week	\$30.20
25	13(viii)	CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	\$37.90

**SCHEDULE 1: NURSE/MIDWIFE MANAGERS**

A registered nurse/midwife who:

**Grade 1**

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

**Grade 2**

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

**Grade 3**

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA;
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

**Grade 4**

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

**Grade 5**

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;

- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA;
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

#### Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA;
- (b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

#### Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

#### Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

#### Grade 9

- (a) is the Local Health District Director of Nursing Services in a rural Local Health District;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.



**CORE KNOWLEDGE AND SKILLS**

<b>GROUP</b>	<b>Leadership</b>	<b>Communication</b>	<b>Knowledge</b>	<b>Performance Management</b>	<b>Planning</b>	<b>Resource Management</b>
<b>Grade 1</b>	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the Implementation of organisational change.	Ability to effectively allocate and manage resources and set nursing priorities.
<b>Grade 2</b>	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
<b>Grade 3</b>	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.
<b>Grade 4</b>	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

<b>Grade 5</b>	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
<b>Grade 6</b>	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendation
<b>Grade 7</b>		Ability to represent the nursing service in a range of including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
<b>Grade 8</b>	Ability to vision and articulate the potential for the organisation	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health		Ability to generate and develop a strategic plan for the organisation.	
<b>Grade 9</b>	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

## SCHEDULE 2

1. The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Cardiology/Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne	
Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand	
Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.	
	Groby Road Hospital, Leicester, U.K.	
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital
Waikato Hospital, New Zealand		
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept
		Sydney Hospital
		RGH, Concord
Central Coast Area Health Service		
Royal Hobart Hospital		

		Royal Perth Hospital
		St Vincent's, Melbourne
		Canberra Hospital
	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
		Western Area College of Nursing, Ireland
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
		Southern Area Group School of Nursing, U.K.
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical/Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry/Prince of Wales Hospitals
		Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital Darlinghurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing
	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital,
		Melbourne Repatriation and General Hospital, Heidelberg, Victoria
	Operating Room Technique and Management	Melbourne Repatriation and General Hospital, Heidelberg, Victoria
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne

	Operating Theatre Techniques Certificate	Royal Melbourne Hospital South African Nursing Council Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K. Wexham Park Hospital, Slough, Berkshire, U.K. Lewisham School of Nursing, London Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
Orthopaedics	Certificate in Orthopaedic Nursing	Moorefields Hospital, London Royal National Orthopaedic Hospital, London and Stanmore, Middlesex Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K. Nuffield Orthopaedic Centre, Oxford, U.K.
		Princess Elizabeth Orthopaedic Hospital, U.K.
		Basingstoke North Hampshire Health Authority, U.K.
Orthopaedic Nursing Course	Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.	
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
		St Mary's Hospital, London
Renal Nursing Course	The London Hospital	
Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

### SCHEDULE 3

- The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

<b>Clinical Speciality</b>	<b>Course</b>	<b>Institution</b>
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

N. CONSTANT, *Chief Commissioner*

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Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 186617 of 2021)

Before Chief Commissioner Constant

30 July 2021

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

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

**PART B**

Table 1	Monetary Rates - Industry/Skill Level A
Table 2	Monetary Rates - Industry/Skill Level B
Table 3	Monetary Rates - School based Trainees

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

This Award shall be known as the Public Hospital (Training Wage) (State) Award 2021.

**2. Definitions**

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

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

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

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

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

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

"Ministry" means the Ministry of Health.

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

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

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

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

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

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

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

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

### 3. Application

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



#### 4. Objective

The objective of this Award is to assist with the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Except as provided for in clause 6, Training Conditions nothing in this Award shall be taken to replace the prescription of training requirements in any relevant Award or other industrial instrument.

#### 5. Training Conditions

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

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

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

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

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

#### 6. Employment Conditions

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

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

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

## (c) Part-Time Traineeships

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

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

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

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

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

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

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

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

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

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

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

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

and at TAFE.

So the wage rate in Year 11 is:

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

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

(d) Other Conditions

For any other conditions of employment see Health Employees Conditions of Employment (State) Award 2018; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2018; and/or Operational Ambulance Officers (State) Award 2018, as varied or replaced from time to time.

## 7. Salaries

(a)

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

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

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

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

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

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

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

- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
  - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed.
- (e) At the conclusion of the Traineeship, this Award ceases to apply to the employment of the Trainee and the relevant industrial instrument shall apply to the former trainee.

#### **8. Grievance and Dispute Procedures**

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

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

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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**

- (a) This Award shall apply to all classes of trainees in Appendix A - Industry/Skill Levels.
- (b) This Award shall rescind and replace the Public Hospital Training Wage (State) Award 2019 published 24 April 2020 (387 I.G. 853) and all variations thereof.
- (c) 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.

**PART B - MONETARY RATES****Table 1 - Industry/Skill Level A:**

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

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per week	Rate from ffppoa 01/07/2021 \$ per week
Trainee - Skill/Industry Level A		
Completed Year 10		
School Leaver (50%)	255.74	260.96
School Leaver (33%)	301.16	307.30
Plus 1 year out of school	362.07	369.46
Plus 2 years out of school	436.26	445.16
Plus 3 years out of school	507.08	517.42
Plus 4 years out of school	588.96	600.97
Plus 5 years or more	674.20	687.95
Completed Year 11		
School Leaver (33%)	322.24	328.81
School Leaver (25%)	362.07	369.46
Plus 1 year out of school	436.26	445.16
Plus 2 years out of school	507.08	517.42
Plus 3 years out of school	588.96	600.97
Plus 4 years out of school	674.20	687.95
Plus 5 years or more	674.20	687.95
Completed Year 12		
School Leaver (33%)	436.26	445.16
Plus 1 year out of school	507.08	517.42
Plus 2 years out of school	588.96	600.97
Plus 3 years out of school	674.20	687.95
Plus 4 years out of school	674.20	687.95
Plus 5 years or more	674.20	687.95

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

**Table 2 - Industry/Skill Level B:**

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

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per week	Rate from ffppoa 01/07/2021 \$ per week
Trainee - Skill/Industry Level B		
Completed Year 10		
School Leaver (50%)	255.74	260.96
School Leaver (33%)	301.16	307.30
Plus 1 year out of school	362.07	369.46
Plus 2 years out of school	420.66	429.24
Plus 3 years out of school	484.95	494.84
Plus 4 years out of school	570.21	581.84
Plus 5 years or more	648.82	662.06

Completed Year 11		
School Leaver (33%)	322.24	328.81
School Leaver (25%)	362.07	369.46
Plus 1 year out of school	420.66	429.24
Plus 2 years out of school	484.95	494.84
Plus 3 years out of school	570.21	581.84
Plus 4 years out of school	648.82	662.06
Plus 5 years or more	648.82	662.06
Completed Year 12		
School Leaver (33%)	420.66	429.24
Plus 1 year out of school	484.95	494.84
Plus 2 years out of school	570.21	581.84
Plus 3 years out of school	648.82	662.06
Plus 4 years out of school	648.82	662.06
Plus 5 years or more	648.82	662.06

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

**Table 3 - School Based Trainees**

Classification	Rate to apply prior to ffppoa 01/07/2021 \$ per week	Rate from ffppoa 01/07/2021 \$ per week
Trainee- School Based		
Year 11	328.79	335.50
Year 12	362.07	369.46

## APPENDIX A

- (i) Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act 2001* (NSW) as amended from time to time.
- (ii) Industry/Skill Level A
  - Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care
  - Certificate III in Allied Health Assistance
  - Certificate III in Basic Health Care
  - Certificate III in Non-Emergency Patient Transport
  - Certificate III in Ambulance Communications (Call-Taking)
  - Certificate III in Dental Assisting
  - Certificate III in Health Services Assistance
  - Certificate III in Pathology Collection
  - Certificate III in Pathology Assistance
  - Certificate III in Dental Laboratory Assisting
  - Certificate III in Hospital/Health Services Pharmacy Support

Certificate III in Sterilisation Services

Certificate III in Health Support Services

Certificate III in Health Administration

Certificate III in Population Health

Certificate III in Indigenous Environmental Health

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

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

Certificate IV in Allied Health Assistance

Certificate IV in Ambulance Communications (Dispatch)

Certificate IV in Audiometry

Certificate IV in Dental Assisting

Certificate IV in Operating Theatre Technical Support

Certificate IV in Cardiac Technology

Certificate IV in Hospital/Health Services Pharmacy Support

Certificate IV in Sterilisation Services

Certificate IV in Health Administration

Certificate IV in Health Supervision

Certificate IV in Population Health

Certificate IV in Indigenous Environmental Health

(iii) Industry/Skill Level B

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

Certificate II in Emergency Medical Services First response

Certificate II in Health Support Services

Certificate II in Population Health

Certificate II in Indigenous Environmental Health

N. CONSTANT, *Chief Commissioner*



**CROWN EMPLOYEES-LEGAL OFFICERS (CROWN SOLICITOR'S OFFICE, LEGAL AID COMMISSION STAFF AGENCY, OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS AND PARLIAMENTARY COUNSEL'S OFFICE) REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 180394 of 2021)

Before Commissioner Sloan

16 September 2021

**REVIEWED AWARD**

**Arrangement**

**PART A - GENERAL**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Legal Officers to Whom Award Applies
4.	Salaries
5.	Salary Progression
6.	Calculation of Service
7.	Indemnity by Public Service Agency
8.	Anti-Discrimination
9.	Grievance and Dispute Settling Procedures
10.	Area, Incidence and Duration

**PART B**

**MONETARY RATES**

Table 1 - Rates of Pay

**PART A**

**GENERAL**

**1. Title**

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

**2. Definitions**

In this Award:

"admitted as an Australian lawyer" means admitted to the Australian legal profession in this jurisdiction or any other jurisdiction (within the meaning of the Legal Profession Uniform Law (NSW)).

"agency head" of a Public Service agency, means the head of the agency within the meaning of the *Government Sector Employment Act 2013*.

"lawyers" means any of the following:

- (a) graduates in law from a university that is recognised for the purposes of admission to the Australian legal profession or graduates of the diploma in law of the NSW Legal Profession Admission Board,
- (b) persons who possess qualifications in law that are deemed to be equivalent,
- (c) persons who have been admitted, or who are qualified to be admitted, as an Australian lawyer.

"legal officer" means a lawyer to whom this Award applies.

"Public Service agency to which this Award applies" means the Crown Solicitor's Office, the Legal Aid Commission Staff Agency, the Office of the Director of Public Prosecutions and the Parliamentary Counsel's Office.

"service" means continuous service. Legal officers are deemed to have the years of service indicated by the salaries at which they are appointed.

### **3. Legal Officers to Whom Award Applies**

This Award applies to lawyers who are employed under the *Government Sector Employment Act 2013* in the Crown Solicitor's Office, the Legal Aid Commission Staff Agency, the Office of the Director of Public Prosecutions and the Parliamentary Counsel's Office and who are employed in the role of a legal officer (however described).

### **4. Salaries**

- (1) Subject to the *Government Sector Employment Act 2013* and the regulations under that Act, legal officers are to be paid not less than the rates of salaries specified in Part B, Monetary Rates of this Award.
- (2) A minimum salary at the rate specified for the fifth year of service in Grade I is to be paid to a legal officer:
  - (a) who has been admitted as an Australian lawyer, or
  - (b) who has completed at least 2 years' practical legal experience in a Public Service agency to which this Award applies or equivalent practical legal experience approved by the appropriate agency head.
- (3) A legal officer is not eligible to progress beyond the salary specified for the second year of service in Grade II until the legal officer has been admitted as an Australian lawyer.
- (4) A legal officer who is not employed in full-time ongoing employment under the *Government Sector Employment Act 2013* is to be paid the weekly equivalent of the annual rates specified in this Award, unless otherwise determined by the Industrial Relations Secretary under that Act.
- (5) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Part B, Monetary Rates are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.

### **5. Salary Progression**

- (1) The salaries of legal officers are to be adjusted to the appropriate scale specified in this Award on the basis of years of service as a legal officer.

- (2) A legal officer who has served for 12 months on the maximum rate specified for Grade I is to be progressed to the minimum salary for Grade II if the appropriate agency head, after the required review:
- (a) is satisfied that work appropriate to Grade II is available and that the legal officer is suitable to perform that work, and
  - (b) approves the progression to Grade II.

The appropriate agency head is required to undertake a review in relation to every such legal officer at or prior to the completion of 12 months' service on the maximum rate specified for Grade I.

- (3) A legal officer who has served for 12 months on the maximum salary specified for Grade II is eligible to be considered for progression to Grade III. When that occurs, the appropriate agency head is to review the work performed by the legal officer and the work available to be performed by the legal officer, and may approve the progression of the legal officer to Grade III if satisfied that:
- (a) the legal officer's performance warrants the progression, and
  - (b) work appropriate to Grade III is required to be performed, and
  - (c) the legal officer is suitable to perform that work.

The legal officer is to be progressed to Grade III on the anniversary of the attainment of the maximum salary specified for Grade II if the legal officer satisfies those requirements on that date or from such later date on which those requirements are satisfied.

- (4) Promotion beyond Grade III is subject to the occurrence of a vacancy in a role at a higher grade.

#### **6. Calculation of Service**

In calculating years of service for the purpose of this Award, the following periods are not to be taken into account:

- (a) any period in respect of which an increment is refused in accordance with the regulations under the *Government Sector Employment Act 2013*,
- (b) any leave of absence without pay exceeding 5 days in any incremental year,
- (c) any period necessary to give full effect to a reduction in salary imposed under section 68 (Unsatisfactory performance) or section 69 (Misconduct) of the *Government Sector Employment Act 2013*.

#### **7. Indemnity by Public Service Agency**

A legal officer is indemnified by the Public Service agency in which the officer is employed with respect to the whole of any order made against the legal officer pursuant to clause 5 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014 (NSW)* in any matter, unless the conduct of the legal officer giving rise to the making of the order:

- (a) was "serious and wilful misconduct" as that phrase is construed under section 5 of the *Employees Liability Act 1991 (NSW)*, or
- (b) did not occur in the course of, and did not arise out of, the employment of the legal officer.

#### **8. Anti-Discrimination**

The provisions of clause 100 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 relating to the prevention and elimination of discrimination in the workplace (or similar provisions of any award that replaces that Award) apply to matters arising under this Award.

### 9. Grievance and Dispute Settling Procedures

The provisions of clause 9 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 relating to grievances and dispute settling procedures (or similar provisions of any award that replaces that Award) apply to matters arising under this Award.

### 10. Area, Incidence and Duration

- (1) The legal officers to whom this Award applies are entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the regulations and rules made under that Act, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award or any awards replacing those Awards.
- (2) Changes made to this Award subsequent to it first being published, and the Crown Employees (Office of the Legal Aid Commission - Indemnification of Employed Solicitors) Award, have been incorporated into this Award as part of the review.
- (3) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award published 15 May 2020 (388 I.G. 283), as varied.
- (3) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.
- (4) This award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2021:

Grade	Amount (per annum) \$
Grade I	
1st year of service	69,445
2nd year of service	72,077
3rd year of service	74,117
4th year of service	76,353
5th year of service	79,398
Grade II	
1st year of service	85,938
2nd year of service	90,253
3rd year of service	95,539
4th year of service	100,431
5th year of service	104,437
Grade III	
1st year of service	110,064
2nd year of service	113,343
3rd year of service	117,715
Grade IV	
1st year of service	126,120
2nd year of service	128,547

Grade V	
1st year of service	135,176
2nd year of service	137,826
Grade VI	
1st year of service	145,211
2nd year of service	148,270

D. SLOAN, *Commissioner*

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## CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 179257 of 2021)

Before Commissioner Sloan

10 September 2021

### REVIEWED AWARD

#### PART A

##### 1. Arrangement

Clause No.	Subject Matter
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#### PART A

- |     |                                                                                        |
|-----|----------------------------------------------------------------------------------------|
| 1.  | Arrangement                                                                            |
| 2.  | Definitions                                                                            |
| 3.  | Anti-Discrimination                                                                    |
| 4.  | Classifications                                                                        |
| 5.  | Rates of Pay and Allowances                                                            |
| 6.  | Vacation Pay                                                                           |
| 7.  | Incremental Progression                                                                |
| 8.  | Hours                                                                                  |
| 9.  | Meal Breaks                                                                            |
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| 12. | Training and Development                                                               |
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| 14. | Performance Management                                                                 |
| 15. | Alternate Work Organisation                                                            |
| 16. | Dispute and Grievance Resolution Procedures                                            |
| 17. | Leave                                                                                  |
| 18. | Leave for Matters Arising from Domestic Violence                                       |
| 19. | Travelling Compensation and Excess Travelling Time                                     |
| 20. | Overtime                                                                               |
| 21. | Transferred Employees' Compensation                                                    |
| 22. | Deduction of Association Membership Fees                                               |
| 23. | No Further Claims and No Industrial Action                                             |
| 24. | Secure Employment                                                                      |
| 25. | Short Term Temporary Employee Entitlements                                             |
| 26. | Consultation                                                                           |
| 27. | Production of Receipts                                                                 |
| 28. | Allowance Payable for Use of Private Motor Vehicle                                     |
| 29. | Damage to Private Motor Vehicle Used for Work                                          |
| 30. | Allowance for Living in a Remote Area                                                  |
| 31. | Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave |
| 32. | Community Language Allowance Scheme (CLAS)                                             |
| 33. | Area, Incidence and Duration                                                           |

## PART B

Schedule 1 - School Administrative and Support - Rates of Pay  
Schedule 2- School Administrative and Support Staff - Allowances

**2. Definitions**

- 2.1 "Aboriginal Education Officer" means a classification of School Administrative and Support Staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act 1977*.
- 2.2 "Act" means the *Education (School Administrative and Support Staff) Act 1987*.
- 2.3 "Additional hours" means those hours worked by School Administrative and Support Staff (excluding Business Managers) beyond the normal hours of duty set out in Clause 8. Hours as required by the principal, up to 7 hours per day and to a maximum of 35 hours per week.
- 2.4 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.5 "Averaging of hours" means the arrangement approved by the principal under which a permanent or long term temporary employee works their normal total working hours over a ten week period (a school term) and is entitled to be absent for a maximum of one day during that period provided that the hours worked by the employee over the school term are equivalent to the total actual working hours required for that period.
- 2.6 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.
- 2.7 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.
- 2.8 "Department" means the New South Wales Department of Education.
- 2.9 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.10 "Employee" means any person employed as a member of the School Administrative and Support Staff.
- 2.11 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.
- 2.12 "Full-time employee" means any person employed as a member of the School Administrative and Support Staff who works 31.25, 33.33 or 35 hours per week or, in the case of a former Library Clerical Assistant covered by the 1988 agreement, 36.25 hours per week.
- 2.13 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.14 "Long-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.
- 2.15 "Part-time employee" means any person employed as a member of the School Administrative and Support Staff who works less than 31.25, 33.33 or 35 hours per week.

- 2.16 "Permanent employee" means a member of the School Administrative and Support Staff employed on a permanent basis by the Secretary in the service of the Crown under section 8 of the Act.
- 2.17 "Principal" means the principal of a Department school.
- 2.18 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.
- 2.19 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, Business Managers, School Administrative Officers, School Administrative Managers, School Learning Support Officers, School Learning Support Officers (Pre-School), School Learning Support Officers (Vision Support, Hearing Support, Bilingual) and School Learning Support Officers (Student Health Support).
- 2.20 "School day" means any weekday during school terms, as specified by the Secretary.
- 2.21 "School for specific purposes" means a school which is classified as such by the Secretary and is established under the *Education Act* 1990 to provide education for students with disabilities.
- 2.22 "Secretary" means the Secretary of the Department of Education.
- 2.23 "Service" means service as determined by the Secretary.
- 2.24 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.25 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act* 1989.

### 3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.



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

Notes

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

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

#### 4. Classifications

##### New Classification Structure

- 4.1 The new classification structure for School Administrative and Support Staff is as follows:

Classification	Level
School Administrative Manager	SAM 1
School Administrative Manager	SAM 2
School Administrative Manager	SAM 3
School Administrative Manager	SAM 4
School Administrative Officer	SAO
School Learning Support Officer and School Learning Support Officer (Vision Support, Hearing Support, Bilingual)	SLSO 1
	SLSO 2
	SLSO 3
	SLSO 4
School Learning Support Officer (Pre-School)	SLSO PS 1
	SLSO PS 2
	SLSO PS 3
	SLSO PS 4
School Learning Support Officer (Student Health Support)	SLSO SHS
Aboriginal Education Officer	AEO 1
	AEO 2
	AEO 3
	AEO 4
Business Manager 1	BM 1.1
	BM 1.2
	BM 1.3
	BM 1.4
Business Manager 2	BM 2.1
	BM 2.2
	BM 2.3
	BM 2.4

- 4.2 School Administrative Manager

The classification of School Administrative Manager is comprised of four levels;

The level of a School Administrative Manager position is determined as follows:

Level	No. of equivalent full-time School Administrative Manager and School Administrative Officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

The level for a School Administrative Manager in a school for specific purposes is determined as follows:

- (a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.
- (b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of School Administrative Managers and School Administrative Officers and thus which level of School Administrative Manager is to apply.

#### 4.3 Business Manager

4.3.1 The classification of Business Manager is comprised of two levels:

- (i) Business Manager (BM 1)
- (ii) Business Manager (BM 2)

4.3.2 The classifications of Business Manager are independent from each other.

4.3.3 There is no automatic progression from the BM 1 classification to the BM 2 classification.

4.3.4 Entry to the classification of BM 1 or BM 2 will be through transitional provisions until 31 December 2020. From 1 January 2021 entry to the classification of BM 1 or BM 2 will be based on merit determined by the applicable recruitment process.

#### 4.4 Classification Descriptors

4.4.1 School Administrative Manager - is responsible for the efficient management of school financial and administrative systems and the supervision and training of school administration officers. Managing the provision of support for school activities and routines, including student welfare and wellbeing, and works with the school principal, school executive and teaching staff as required.

4.4.2 School Administrative Officer - provides administrative, financial, student welfare/wellbeing support and assistance in relation to office and classroom activities, including but not limited to the following school settings: the office, sick bay, library, science laboratory, and food technology/kitchen areas.

4.4.3 School Learning Support Officer - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. This support includes student welfare, health and wellbeing activities as required. In addition, School Learning Support Officers may provide specific support for students in the following streams or settings: pre-school, vision support, hearing support, bilingual.

4.4.4 School Learning Support Officer (Student Health Support) - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. The main focus of the School Learning Support Officer (Student Health Support) is the

performance of health support as required so that students can participate in and access education programs.

4.4.5 Aboriginal Education Officer - provides assistance to teachers, Aboriginal students and their families to support improved learning, welfare and wellbeing outcomes for Aboriginal students.

4.4.6 Business Manager - works with the school principal and school executive to manage school operational needs including but not limited to administration, asset management, procurement, finance and health and safety.

## 5. Rates of Pay and Allowances

5.1 The rates of pay are paid to classifications of School Administrative and Support Staff in accordance with this clause and Schedule 1 of Part B.

5.2 The rates of pay for all School Administrative and Support Staff classifications arise from and reflect the implementation of the new classification structure as at the commencement of this award. The rates of pay applicable from the first pay period commencing on or after 1 July 2019 arise from and reflect the implementation of the new classification structure and incorporate an increase of 2.5%. Further increases to rates of pay and the allowances set out in Table 1 of Schedule 2 over the duration of this award include:

5.2.1 2.5% from the first pay period commencing on or after 1 July 2020; and

5.2.2 2.04% from the first pay period commencing on or after 1 July 2021.

5.3 The hourly rates of pay for permanent employees set out in Schedule 1 of Part B provide for 26 equal pays over the period of a year as follows:

$$\frac{\text{Hourly rate}}{26} \times \frac{\text{weekly hours of work}}{26} \times \frac{52.17857}{26}$$

5.4 Long term temporary employees will be paid the same rate of pay during school vacation as during school terms.

5.5 Permanent and long term temporary employees' extended leave and maternity leave will be paid at the hourly rate of pay specified in Schedule 1 multiplied by 1.058.

5.6 Permanent and long term temporary employees' overtime as provided at subclause 20.1 rates, of clause 20, Overtime, will be paid at the hourly rate of pay specified in schedule 1 multiplied by 1.058.

5.7 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.

5.8 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

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

- (i) ongoing full-time and part-time employees;
- (ii) temporary employees, subject to the Department's convenience; and
- (iii) casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with 5.8.7.

5.8.2 For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Rates of Pay and Allowances, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (ii) "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.

5.8.3 By mutual agreement with the Department, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- (i) a benefit or benefits selected from those approved by the Department; and
- (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department for the benefit provided to or in respect of the employee in accordance with such agreement.

5.8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

5.8.5 The agreement will be known as a Salary Packaging Agreement.

5.8.6 Except in accordance with 5.8.7, a Salary Packaging Agreement must be recorded in writing and must be for a period of time as mutually agreed between the employee and the Department at the time of signing the Salary Packaging Agreement.

5.8.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- (iii) subject to the Department's agreement, paid into another complying superannuation fund.

5.8.8 Where the employee makes an election to salary sacrifice, the employer must pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

5.8.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

- (i) *Police Regulation (Superannuation) Act 1906*;
- (ii) *Superannuation Act 1916*;
- (iii) *State Authorities Superannuation Act 1987*; or
- (iv) *State Authorities Non-contributory Superannuation Act 1987*, the employee's Department 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.

5.8.10 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 5.8.9 of this clause, the employee's Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

5.8.11 Where the employee makes an election to salary package:

- (i) 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
- (ii) 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, must be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

5.8.12 The Department may vary the range and type of benefits available from time to time following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from date of such variation.

5.8.13 The Department will determine from time to time the value of the benefits provided following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## 5.9 Transition Arrangements

5.9.1 New Employees - School Administrative and Support Staff who commence employment with the Department on or after the date of the commencement of this award will commence at the relevant classification level in accordance with this clause as follows:

- (i) School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, Bilingual) will commence at the SLSO1 classification level;
- (ii) School Learning Support Officers (Pre-School) will commence at the SLSO PS 1 classification level;
- (iii) School Learning Support Officers (Student Health Support) will commence at the SLSO SHS classification level;
- (iv) Aboriginal Education Officers will commence at the AEO 1 classification level;
- (v) From 1 January 2021 Business Managers 1 will commence at the BM 1.1 classification level; and
- (vi) From 1 January 2021 Business Managers 2 will commence at the BM 2.1 classification level.

5.9.2 Existing Employees - Existing School Administrative and Support Staff employed by the Department as at the date of the commencement of this award will transition to the new structure as follows:

Former Classification	New Classification
School Administrative Manager Level 1	SAM 1
School Administrative Manager Level 2	SAM 2
School Administrative Manager Level 3	SAM 3
School Administrative Manager Level 4	SAM 4
School Administrative Officer	SAO
School Learning Support Officer and School Learning Support Officer (Vision Support, Hearing Support, Bilingual)	
School Learning Support Officer Year 1	SLSO 1
School Learning Support Officer Year 2	SLSO 2
School Learning Support Officer Year 3	SLSO 3
School Learning Support Officer Year 4	SLSO 4
School Learning Support Officer (Pre-School) Year 1	SLSO PS 1
School Learning Support Officer (Pre-School) Year 2	SLSO PS 2
School Learning Support Officer (Pre-School) Year 3	SLSO PS 3
School Learning Support Officer (Pre-School) Year 4	SLSO PS 4
School Learning Support Officer (Student Health Support)	SLSO (SHS)
Aboriginal Education Officer Year 1	AEO 1
Aboriginal Education Officer Year 2	AEO 2
Aboriginal Education Officer Year 3	AEO 3
Aboriginal Education Officer Year 4	AEO 4

#### 5.10 Allowances for First Aid, Administration of Medications and Health Support

5.10.1 A first aid allowance as set out in Table 1 of Schedule 2, Part B is payable to approved employees holding a current St John Ambulance First Aid Certificate or its equivalent for undertaking first-aid duties in accordance with the employee's statement of duties.

5.10.2 An administration of medications allowance as set out in Table 1 of Schedule 2, Part B is payable to employees required to administer medications upon completion of appropriate training. The allowance is paid only on days worked.

5.10.3 A health support allowance as set out in Table 1 of Schedule 2, Part B, is payable to School Learning Support Officers required to perform health support for students upon completion of appropriate training. The allowance is paid only on days worked.

#### 5.11 Other Allowances

5.11.1 Other allowances provided for under this award are listed in Table 2 of Schedule 2, Part B.

5.11.2 Allowances listed in Table 2 of Schedule 2, Part B and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.

### 6. Vacation Pay

- (i) When a permanent or long term temporary employee is not required to work during a school vacation, the permanent or long term temporary employee is paid during the vacation for the number of days calculated using the following formula:

$$N = \frac{C}{T} \times S$$

Where:

"N" is the number of paid vacation days the employee has accrued for a vacation

"S" is the number of days of service during the preceding school term;

"T" is the number of term days during the school year in the Eastern and Western Vacation Division as appropriate; and

"C" is the number of student vacation days in the Eastern or Western Vacation Division as appropriate.

- (ii) Where at the commencement of a vacation, a SAS staff member has an accrued entitlement in excess of the length of that student vacation, the SAS staff member is paid only for the period of the student vacation. The accrued entitlement in excess of the length of the student vacation is carried over for payment in the term 4 vacation.
- (iii) Periods of paid leave count as worked days.

### **7. Incremental Progression**

- 7.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 of Part B is subject to approval by the Secretary's delegate.
- 7.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, and Bilingual), School Learning Support Officers (Pre-School), and Aboriginal Education Officers, may progress along the relevant incremental rate of pay scale as follows:
  - 7.2.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
  - 7.2.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.3 Subject to satisfactory performance, permanent and temporary Business Managers (BM1) may progress along the BM 1 incremental rate of pay scales as follows:
  - 7.3.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
  - 7.3.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 7.4 Subject to satisfactory performance, permanent and temporary Business Managers (BM2) may progress along the BM 2 incremental rate of pay scales as follows:
  - 7.4.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
  - 7.4.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

## 8. Hours

- 8.1 The normal hours of work for full-time employees are 31 hours and 15 minutes per week between 7.30 am and 6.00 pm on school days, provided that:
- 8.1.1 School Administrative Managers work 33 hours 20 minutes per week;
  - 8.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36 hours 15 minutes per week.
  - 8.1.3 Business Managers work 35 hours per week.
- 8.2 Starting and finishing times of employees are determined by the principal to suit the needs of the school and in accordance with the span of hours in clause 8.1 following discussions with an employee or employees.
- 8.3 Normal hours of work must be structured to avoid broken periods of duty, i.e. there must be no split shifts.
- 8.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week must not exceed:
- 8.4.1 312 hours 30 minutes for employees working 31 hours 15 minutes per week; or
  - 8.4.2 333 hours 20 minutes for employees working 33 hours 20 minutes per week; or
  - 8.4.3 350 hours for full-time employees working 35 hours per week; or
  - 8.4.4 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.
- The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.
- 8.5 The provisions of the Department's Flexible Working Hours Agreement 2019 and any successor agreements do not apply to employees covered under this award.
- 8.6 Averaging of hours arrangements are not available to School Learning Support Officer classifications as these roles work directly with students in the classroom.
- 8.7 Additional Hours
- 8.7.1 School Administrative and Support Staff (excluding Business Managers) are entitled to be paid for additional hours as required at the direction of the principal or their delegate. The working of such additional hours must be as directed by the principal or their delegate.
  - 8.7.2 Full-time permanent and long term temporary members of the school administrative and support staff, can work additional hours above their normal hours of work of 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers up to 7 hours per day.
  - 8.7.3 For part time permanent and long term temporary members of school administrative and support staff, hours worked up to 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers are remunerated at the standard rate of pay and accrue vacation pay as per subclause 5.4.
  - 8.7.4 The rate of payment for additional hours worked beyond 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6



hours 40 minutes for School Administrative Managers for up to 7 hours per day will be calculated by applying a loading of 15% to the standard hourly rate and will not accrue any vacation or leave entitlements.

### **9. Meal Breaks**

- 9.1 Employees who work not less than four hours per day are entitled to an unpaid lunch break of not less than 30 minutes each day.
- 9.2 Employees who work more than two hours from the commencement of the school day are entitled to a paid morning tea break of 10 minutes each day.
- 9.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

### **10. Lactation Breaks**

- 10.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 10.2 A full time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 10.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 10.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for a flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 10.5 The Department must provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 10.6 Other suitable facilities, such as refrigeration and a sink, must be provided where practicable. Where it is not practicable to provide these facilities, discussions between the supervisor and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 10.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 10.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 17.9, Sick Leave, of this award or where applicable, through the operation of the provisions of subclause 8.4 of this award.

### **11. Appointments**

- 11.1 The appointment procedures in place as at the date of the making of this award will continue for a period of up to 12 months from the date of the making of this award.
- 11.2 The Department will consult with the Association on the development and implementation of the new appointment and employment procedures.
- 11.3 The new appointment and employment procedures developed in accordance with subclause 11.2 will commence after the expiration of the period referred to in subclause 11.1.

## 12. Training and Development

- 12.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.
- 12.2 Employees will be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.
- 12.3 Training and development will be based on:
- 12.3.1 identified capabilities in accordance with the NSW Public Sector Capability Framework;
  - 12.3.2 a focus on both current and future job needs and career path planning; and
  - 12.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.
- 12.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day are regarded as being on duty.
- 12.5 Approved training and development activities will be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 20, Overtime.
- 12.6 Employees are entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

## 13. Higher Duties Allowance

- 13.1 A permanent or long-term temporary employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more must be paid a higher duties allowance subject to:
- 13.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and
  - 13.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or
  - 13.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 13.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

## 14. Performance Management

- 14.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

### 15. Alternate Work Organisation

15.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:

15.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:

- (i) the proposal can be implemented within the school's current overall staffing entitlement or funded from the school's budget allocation;
- (ii) consultation is undertaken with staff in accordance with the provisions of clause 26, Consultation of this award;
- (iii) consultation with, parents, and relevant community groups is undertaken where appropriate; and
- (iv) consideration is given to equity and gender and family issues involved in the proposal.

### 16. Dispute and Grievance Resolution Procedures

16.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures apply:

16.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.

16.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

16.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.

16.1.4 Where the procedures in paragraph 16.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Executive Director of Employee Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

16.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### 17. Leave

17.1 Adoption, Maternity and Parental Leave

17.1.1 Maternity leave applies to an employee who is pregnant and, subject to this clause the employee is entitled to be granted maternity leave as follows:

- (i) For a period up to 9 weeks prior to the expected date of birth; and
- (ii) For a further period of up to 12 months after the actual date of birth.

- (iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 17.1.2 Adoption leave applies to an employee adopting a child and who will be the primary care giver, the employee is entitled to be granted adoption leave as follows:
- (i) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (ii) For such period, not exceeding 12 months on a full-time basis, as the Secretary may determine, if the child has commenced school at the date of the taking of custody.
  - (iii) An employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or family and community service leave, or organised through hours averaging provisions if applicable.
- 17.1.3 Parental leave applies to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children or at any time up to 2 years from that date.
- 17.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- (i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 17.1.9 of this clause; and
  - (ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.
  - (iii) Payment for the maternity, adoption or parental leave may be made as follows:
    - (a) in advance as a lump sum; or
    - (b) fortnightly as normal; or
    - (c) fortnightly at half pay; or
    - (d) a combination of full-pay and half pay.
- 17.1.5 Payment for maternity, adoption or parental leave is at the rate applicable when the leave is taken. An employee holding a full-time position who is on part time leave without pay when they start leave is paid:
- (i) at the full-time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;
  - (ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;
  - (iii) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

- 17.1.6 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (i) at the rate (full-time or part time) they were paid before commencing the initial leave if they have not returned to work; or
  - (ii) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
  - (iii) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 17.1.7 Except as provided in paragraphs 17.1.4, 17.1.5 and 17.1.6 of this clause, maternity, adoption or parental leave is granted without pay.
- 17.1.8 Right to request
- (i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 17.1.1, 17.1.2 or 17.1.3 may make a request to the Secretary to:
    - (a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;
    - (b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
    - (c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from maternity, adoption or parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the employee in reconciling work and parental responsibilities.
  - (ii) The Secretary must consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Secretary's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 17.1.9 Notification Requirements
- (i) When the Secretary is made aware that an employee or their spouse is pregnant or adopting a child the Secretary must inform the employee of their entitlements and their obligations under the Award.
  - (ii) An employee who wishes to take maternity, adoption or parental leave must notify the Secretary in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:
    - (a) that she/he intends to take maternity, adoption or parental leave, and
    - (b) the expected date of birth or the expected date of placement, and
    - (c) if she/he is likely to make a request under paragraph 17.1.8.

- (iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:
    - (a) the date on which the maternity, adoption or parental leave is intended to start, and
    - (b) the period of leave to be taken.
  - (iv) Employee's request and the Secretary's decision to be in writing.

The employee's request and the Secretary's decision made under 17.1.9(i) and 17.1.9(ii) must be recorded in writing.
  - (v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Secretary in writing as soon as practicable and preferably before beginning maternity, adoption or parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Secretary agrees.
  - (vi) An employee on maternity leave is to notify the Secretary of the date on which she gave birth as soon as she can conveniently do so.
  - (vii) An employee must notify the Secretary as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
  - (viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Secretary and any number of times with the consent of the Secretary. In each case she/he must give the Secretary at least 14 days notice of the change unless the Secretary decides otherwise.
- 17.1.10 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 17.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 17.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee must be appointed to a position of the same grade and classification as the employee's former position.
- 17.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Secretary) must be given.
- 17.1.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 17.1.14 An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.
- 17.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:

- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave
  - (ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay
  - (iii) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay is converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 17.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Secretary should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 17.1.17 If such adjustments cannot reasonably be made, the Secretary must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born, whichever is the earlier.
- 17.1.18 Communication during maternity, adoption or parental leave
- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Secretary must take reasonable steps to:
    - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave; and
    - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
  - (ii) The employee must take reasonable steps to inform the Secretary about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
  - (iii) The employee must also notify the Secretary of changes of address or other contact details which might affect the Secretary's capacity to comply with subparagraph 17.1.18(i).

## 17.2 Annual Leave Loading

- 17.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 17.2.2 to 17.2.7 of this subclause.
- 17.2.2 For the calculation of the annual leave loading, the leave year commences on 1 December each year and ends on 30 November of the following year.
- 17.2.3 In the case of a permanent or long-term temporary employee with less than twelve months service as at 30 November, entitlement is calculated on a pro rata basis.
- 17.2.4 Where additional leave is accrued by a permanent or long-term temporary employee stationed in an area of the State of New South Wales which attracts a higher rate of annual

leave accrual, the annual leave loading will continue to be paid on a maximum of four weeks' leave.

17.2.5 Payment of the annual leave loading is made on the recreation leave accrued during the previous leave year.

17.2.6 Except in cases of voluntary redundancy proportionate leave loading is not payable on cessation of employment.

17.2.7 Payment occurs in the next pay period ending on or after 1 December.

### 17.3 Extended Leave

17.3.1 A permanent or long-term employee is entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.

17.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.

17.3.3 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

17.3.4 Permanent and long term temporary employees with 7 years or more service are entitled to take (or be paid out on resignation) extended leave. The amount of leave available is that which would have applied if pro rata leave was granted.

17.3.5 Public holidays that fall whilst a permanent or long term temporary employee is on a period of extended leave are paid and not debited from an employee's leave entitlement.

17.3.6 Permanent and long term temporary employees with an entitlement to extended leave may elect to take leave at double pay.

### 17.4 Family and Community Service Leave

17.4.1 The Secretary must grant to a permanent or long term temporary employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in paragraph 17.4.2 of this subclause. The Secretary may also grant leave for the purposes in paragraph 17.4.3 of this subclause. Non-emergency appointments or duties must be scheduled or performed outside of normal working hours or through approved use of appropriate leave.

17.4.2 Such unplanned and emergency situations may include, but not be limited to, the following:

- (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff members property and/or prevents a staff member from reporting for duty;
- (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by childcare providers;



- (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Secretary considers the granting of family and community service leave to be appropriate in a particular case.

17.4.3 Family and community service leave may also be granted for:

- (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

17.4.4 Family and community service leave accrues as follows:

- (i) two and a half days in the staff members first year of service;
- (ii) two and a half days in the staff members second year of service; and
- (iii) one day per year thereafter.

17.4.5 If available family and community service leave is exhausted as a result of natural disasters, the Secretary must consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in paragraph 17.7.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee

17.4.6 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 17.7 of this clause must be granted when paid family and community service leave has been exhausted or is unavailable.

## 17.5 Leave Without Pay

17.5.1 The Secretary may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.

17.5.2 Leave without pay may be granted on a full-time or a part-time basis.

17.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

17.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.

17.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee must be paid for any proclaimed public holidays falling during such leave without pay.

17.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave counts as service for incremental progression and accrual of recreation leave.

- 17.5.7 A permanent or long-term temporary employee who has been granted leave without pay must not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Secretary.
- 17.5.8 A permanent or long-term temporary employee is not required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave must be taken before leave without pay.
- 17.5.9 A permanent appointment may be made to the employee's position if:
- (i) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
  - (ii) the employee is advised of the Secretary's proposal to permanently backfill their position; and
  - (iii) the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
  - (iv) the Secretary advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 17.5.10 The position cannot be filled permanently unless the above criteria are satisfied.
- 17.5.11 The employee does not cease to be employed by the Secretary if their position is permanently backfilled.
- 17.5.12 Paragraph 17.5.9 of this subclause does not apply to full time unpaid parental leave granted in accordance with subclause 17.1 Adoption, Maternity and Parental Leave or to military leave.
- 17.6 Military Leave
- 17.6.1 During the period of 12 months commencing on 1 July each year, the Secretary may grant to a permanent or long-term temporary employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.
- 17.6.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 17.6.3 Up to 24 working days' military leave per financial year may be granted by the Secretary to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 17.6.1 of this subclause.
- 17.6.4 The Secretary may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 17.6.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 17.6.3 of this subclause may be granted Military Leave Top Up Pay by the Secretary.
- 17.6.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

- 17.6.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 17.6.8 At the expiration of military leave, the employee must furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

## 17.7 Personal Carers Leave

### Use of Sick Leave to Care for a Family Member

Where family and community service leave provided for in subclause 17.4 of this clause is exhausted or unavailable, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 17.7.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

17.7.1 The sick leave is initially taken from the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

17.7.2 If required by the Secretary to establish the illness of the person concerned, the employee must provide evidence consistent with paragraph 17.10.1 of this clause.

17.7.3 The entitlement to use sick leave in accordance with this subclause is subject to:

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

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

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

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

Use of recreation leave to care for a family member

17.7.4 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation 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.

17.7.5 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave at any time within a period of 24 months from the date at which it falls due.

#### 17.8 Recreation Leave

17.8.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.

17.8.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

17.8.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

#### 17.9 Sick Leave

17.9.1 If the Secretary is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee's illness or the illness of a member of their family, the Secretary:

- (i) must grant to the employee sick leave on full pay; and
- (ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.

17.9.2 Payment for sick leave is subject to the employee:

- (i) informing their principal as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- (ii) providing evidence of illness as soon as practicable if required by subclause 17.10 of this clause.

17.9.3 The Secretary may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.

17.9.4 The Secretary may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:

- (i) is unable to carry out their duties without distress; or
- (ii) risks further impairment of their health by reporting for duty; or
- (iii) is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.

17.9.5 Entitlements. An employee appointed from the date of the commencement of this award variation will immediately commence accruing sick leave in accordance with this clause. Employees at the time of this award variation will accrue sick leave in accordance with this clause from the beginning of the 2011 school year.

- (i) At the commencement of employment with the Department, a full-time employee is granted an accrual of five days sick leave.
- (ii) After the first four months of employment, the employee accrues sick leave at the rate of ten working days per year for the balance of the first year of service.
- (iii) After the first year of service, the employee accrues sick leave day to day at the rate of 15 working days per year of service.
- (iv) All continuous service as a permanent or long-term temporary employee is taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service are taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (v) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.
- (vi) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.

17.9.6 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service is limited to five days' paid sick leave, unless the Secretary approves otherwise. Paid sick leave in excess of five days granted in the first three months of service must be supported by a satisfactory medical certificate.

17.9.7 No paid sick leave is to be granted to short-term temporary employees.

#### 17.10 Sick Leave - Requirements for Medical Certificate

- 17.10.1 A permanent or long-term temporary employee absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to the Secretary in respect of the absence.
- 17.10.2 In addition to the requirements under paragraph 17.9.2, an employee may absent themselves for a total of five working days due to illness without the provision of evidence of illness to the Secretary. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the Secretary for each occasion absent for the balance of the calendar year.
- 17.10.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Secretary is satisfied that the reason for the absence is genuine.
- 17.10.4 If an employee is required to provide evidence of illness for an absence of two consecutive working days or less, the Secretary will advise them in advance.
- 17.10.5 If the Secretary is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department's nominated medical assessor for advice.
  - (i) The type of leave granted to the employee will be determined by the Secretary based on the advice of the Government or other approved medical assessor.
  - (ii) If sick leave is not granted, the Secretary will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

- 17.10.6 The granting of paid sick leave is subject to the employee providing evidence which indicates the nature of the illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their principal they may elect to have the application for sick leave dealt with confidentially by an alternate supervisor or the human resources section of the Department.
- 17.10.7 The reference in this subclause to evidence of illness applies, as appropriate:
- (i) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Secretary's discretion, another registered health services provider; or
  - (ii) where the absence exceeds one week and, unless the health provider listed in (i) above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner; or
  - (iii) at the Secretary's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.10.8 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Secretary a satisfactory medical certificate in respect of an illness which occurred during the leave, the Secretary may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.
- 17.10.9 Paragraph 17.10.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- 17.11 Sick Leave - Workers Compensation
- 17.11.1 Pending the determination of an employee's workers compensation claim and on production of an acceptable medical certificate, the Secretary must grant sick leave on full pay for which the employee is eligible, followed, if necessary, by sick leave without pay or, at the employee's election, by accrued recreation leave or extended leave.
- 17.11.2 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim must be restored to the credit of the employee.
- 17.11.3 A permanent or long-term temporary employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way is debited against the employee.
- 17.11.4 Before approving the use of sick leave in this subclause, the Department must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the staff member must:
- (i) participate and cooperate in the establishment of the required injury management plan for the staff member;
  - (ii) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;

- (iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
  - (iv) authorise the nominated treating doctor to provide relevant information to the insurer or the Department for the purposes of the injury management plan; and
  - (v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 17.11.5 If an employee notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary must consider the reasons for the employee's decision and determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 17.11.6 A permanent or long-term temporary employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee must not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 17.11.7 If the Secretary provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 17.12 Sick Leave - other than Workers Compensation
- 17.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:
- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
  - (ii) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.
- 17.12.2 Sick leave on full pay must not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Secretary is satisfied that the refusal or failure is unavoidable.
- 17.12.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay must be restored to the credit of the employee.
- 17.13 Study Assistance
- 17.13.1 The Secretary has the power to grant or refuse study time.
- 17.13.2 Where the Secretary approves the grant of study time, the grant is subject to:
- (i) The course being a course relevant to the Department and/or the public service; and

- (ii) The time being taken at the convenience of the Department.
- 17.13.3 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.
- 17.13.4 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:
- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or
  - (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
  - (iii) private study for an approved course.
- 17.13.5 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.
- 17.13.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 17.13.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 17.13.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 17.13.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 17.13.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 17.13.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 17.13.12 Repeated subjects - Study time will not be granted for repeated subjects.
- 17.13.13 Expendable grant - Study time if not taken at the nominated time is forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 17.13.14 Examination Leave - Examination leave is granted as special leave for all courses of study approved in accordance with this clause.
- 17.13.15 The period granted as examination leave includes:
- (i) Time actually involved in the examination;



- (ii) Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 17.13.16 The examination leave is to be granted for deferred examinations and in respect of repeat studies.
- 17.13.17 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 17.13.18 All employees are eligible to apply and no prior service requirements are necessary.
- 17.13.19 Study leave is to be granted without pay, except where the Secretary approves financial assistance. The extent of financial assistance to be provided will be determined by the Secretary according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 17.13.20 Where financial assistance is approved by the Secretary for all or part of the study leave period, the period counts as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 17.13.21 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.
- 17.14 Special Leave
- 17.14.1 Jury Service
- (i) A permanent or long-term temporary employee must, as soon as possible, notify the Secretary of the details of any jury summons served on the employee.
- (ii) A permanent or long-term temporary employee who, during any period when required to be on duty, attends a court in answer to a jury summons must, upon return to duty after discharge from jury service, furnish to the Secretary a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- (iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Secretary must grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Secretary must grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.
- 17.14.2 Witness at Court - Official Capacity
- When a permanent or long-term temporary employee is subpoenaed or called as a witness in an official capacity, the employee is regarded as being on duty.

Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at Court as a witness in an official capacity are paid by the Department.

17.14.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) must:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (ii) pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

17.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee who is subpoenaed or called as a witness in a private capacity must, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, leave without pay.

17.14.5 Examinations

Special leave on full pay up to a maximum of five days in any one year will be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Secretary.

Special leave granted to attend examinations includes leave for any necessary travel to or from the place at which the examination is held.

17.14.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, Committee of Management or Council;
- (iii) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (v) attendance at meetings called by the Department as and when required;
- (vi) giving evidence before an industrial tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

17.14.7 Training Courses

The following training courses will attract the grant of special leave as specified below:

- (i) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members.
- (ii) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
  - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
  - (c) all travelling and associated expenses being met by the employee or the association;
  - (d) attendance being confirmed in writing by the Association or a nominated training provider.

#### 17.14.8 Return Home when Temporarily Living Away from Home

Sufficient special leave must be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

#### 17.14.9 Return Home when Transferred to New Location

Special leave must be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.

17.14.10 A permanent or long-term temporary employee who identifies as an Aboriginal person or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration (NAIDOC) week celebrations.

#### 17.14.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 18, Leave for Matters Arising from Domestic Violence, have been exhausted, the Secretary must grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

#### 17.14.12 Special Leave – Other Purposes

Special leave on full pay may be granted to employees by the Secretary for such other purposes, subject to the conditions specified in the Non-Teaching Staff in Schools Handbook at the time the leave is taken.

### 17.15 Purchased Leave

17.15.1 An employee may apply to enter into an agreement with the Department to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- (i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.

- (ii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
  - (iii) The leave will count as service for all purposes.
- 17.15.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- (i) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
  - (ii) To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 17.15.3 Purchased leave is subject to the following provisions:
- (i) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
  - (ii) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
  - (iii) Sick leave cannot be taken during a period of purchased leave.
  - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.
  - (v) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
  - (vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 17.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

### **18. Leave for Matters Arising from Domestic Violence**

- 18.1 The definition of domestic violence is found in clause 2.9, Definitions, of this award;
- 18.2 Leave entitlements provided for in subclause 17.4, Family and Community Service Leave, 17.7, Personal Carers Leave, and 17.9, Sick Leave, may be used by an employee experiencing domestic violence;
- 18.3 Where the leave entitlements referred to in subclause 18.2 are exhausted, the Secretary must grant Special Leave as per paragraph 17.14.11;
- 18.4 The Secretary will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 18.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 18.6 The Secretary, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## 19. Travelling Compensation and Excess Travelling Time

### 19.1 Travelling Compensation

- 19.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters must be met by the Department.
- 19.1.2 The Secretary must require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 19.1.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business must be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 19.1.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable is the appropriate proportion of the daily rate. Any fraction of an hour must be rounded off to the nearest half-hour.
- 19.1.5 The Department will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees must obtain prior approval when making their own arrangements for overnight accommodation.
- 19.1.6 Subject to paragraph 19.1.14 of this clause, an employee who is required by the Secretary to work from a temporary work location must be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 19.1.7 If meals are provided by the Government at the temporary work location, the employee is not entitled to claim the meal allowance.
- 19.1.8 For the first 35 days, the payment is:
- (i) where the Department elects to pay the accommodation provider the employee receives:
    - (a) the appropriate meal allowance in accordance with Item 1 in Table 2 of Schedule 2, Part B; and
    - (b) incidentals as set out in Item 4 in Table 2 of Schedule 2, Part B; and
    - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
  - (ii) where the Department elects not to pay the accommodation provider the employee must elect to receive either:
    - (a) the appropriate rate of allowance specified in Item 3 in Table 2 of Schedule 2, Part B and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
    - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 3 in Table 2 of Schedule 2, Part B.
- 19.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Secretary that, despite the period of absence being

of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

19.1.10 Where an employee is unable to so satisfy the Secretary, the allowance payable for part days of travel is limited to the expenses incurred during such part day travel.

19.1.11 After the first 35 days - If an employee is required by the Secretary to work in the same temporary work location for more than 35 days, the employee must be paid the appropriate rate of allowance as specified at Item 3 in Table 2 of Schedule 2, Part B.

19.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in paragraph 19.1.11 of this subclause, the Department could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

19.1.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location does not constitute a break in the temporary work arrangement.

19.1.14 This clause does not apply to employees who have initiated working at another location.

## 19.2 Excess Travelling Time

19.2.1 A permanent or long-term temporary employee directed by the Secretary to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

- (i) payment calculated in accordance with the provisions contained in this subclause; or
- (ii) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

19.2.2 Compensation under subparagraphs 19.2.1(i) or 19.2.1(ii) of this subclause is subject to the following conditions:

- (i) on a non-working day - all time spent travelling on official business;
- (ii) on a working day - subject to the provisions of subclause 19.2.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;
- (iii) period for which compensation is being sought is more than a quarter of an hour on any one day.

19.2.3 No compensation for travelling time is to be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.

19.2.4 Compensation for travelling time is to be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

19.2.5 Compensation for excess travelling time excludes the following:

- (i) time normally taken for the periodic journey from home to headquarters and return;
- (ii) any periods of excess travel of less than 30 minutes on any one day;
- (iii) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

- (iv) time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;
- (v) travel not undertaken by the most practical available route;
- (vi) working on board ship where meals and accommodation are provided;
- (vii) travel overseas.

#### 19.2.6 Waiting Time

When a permanent or long-term temporary employee is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time is treated and compensated in the same manner as travelling time.

#### 19.2.7 Payment

Payment for travelling time calculated according to paragraphs 19.2.1 and 19.2.3 of this subclause is at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal hours of work}}$$

19.2.8 The rate of payment for travel or waiting time on a non-working day is the same as that applying to a working day.

19.2.9 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

#### 19.2.10 Meal Allowances

A permanent or long-term temporary employee who is authorised by the Secretary to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation is paid the following allowances as described at Item 1 in Table 2 of Schedule 2, Part B:

- (i) breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;
- (ii) an evening meal when required to travel until or beyond 6.30 pm; and
- (iii) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

## 20. Overtime

20.1 Rates - Overtime is paid at the following rates:

20.1.1 Weekdays (Monday to Friday inclusive) - At the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked:

- (i) For employees, working under the hours averaging provisions of subclause 8.4 of clause 8, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.

- (ii) For employees not working under the hours averaging provisions of the said subclause 8.4, who are directed to work overtime on a weekday following seven hours of normal work.

20.1.2 Saturday - All overtime directed to be worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter.

20.1.3 Sundays - All overtime directed to be worked on a Sunday at the rate of double time.

20.1.4 Public Holidays - All overtime directed to be worked on a public holiday at the rate of double time and one half.

20.2 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

20.3 An employee who works directed overtime on a Saturday, Sunday or public holiday is paid a minimum payment as for three hours' work at the appropriate rate.

#### 20.4 Meal Breaks and Allowances

20.4.1 An employee who works directed overtime is entitled to a meal break as follows:

- (i) an employee not working under the averaging of hours scheme as provided at subclause 8.4 of clause 8, Hours, who is required to work overtime on weekdays for 1½ hours or more after the employee's ordinary hours of duty, is allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (ii) an employee working under the averaging of hours scheme as provided at the said subclause 8.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ hours after commencing duty plus the time taken for lunch, is allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (iii) an employee required to work overtime on a Saturday, Sunday or public holiday is allowed 30 minutes for a meal after every five hours of overtime worked.

20.4.2 Meal allowances are set out in Item 2 in Table 2 of Schedule 2, Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:

- (i) the time worked is directed overtime;
- (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so;
- (iv) overtime is not being paid in respect of the time taken for the meal break.

#### 20.5 Rest Periods

20.5.1 An employee who works overtime is entitled to be absent until eight consecutive hours have elapsed.

20.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight consecutive hours off duty, then such employee must be paid at the appropriate



overtime rate until released from duty. The employee is then entitled to eight consecutive hours off duty and must be paid for the ordinary working time occurring during the absence.

## 20.6 Recall to Duty

20.6.1 An employee recalled to work overtime after leaving the employer's premises must be paid for a minimum of three hours' work at the appropriate overtime rates.

20.6.2 The employee is not required to work the full three hours if the job can be completed within a shorter period.

20.6.3 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

20.6.4 An employee recalled to duty within three hours of the commencement of usual hours of duty must be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

20.6.5 This subclause does not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances does not attract the minimum payment of three hours unless the actual time worked is three or more hours.

## 21. Transferred Employees' Compensation

21.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

## 22. Deduction of Association Membership Fees

22.1 The Association must provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

22.2 The Association must advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable must be provided to the Department at least one month in advance of the variation taking effect.

22.3 Subject to subclauses 22.1 and 22.2 of this clause, the Department must deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.

22.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.

22.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees are to be deducted on a fortnightly basis.

22.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## 23. No Extra Claims

23.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there are to be no further claims/demands or

proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, 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.

## 24. Secure Employment

### 24.1 Work Health and Safety

24.1.1 For the purposes of this subclause, the following definitions apply:

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

24.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

24.1.3 Nothing in this subclause 24.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

### 24.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter must be dealt with pursuant to the disputes settlement procedure of this award.

24.3 This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council or any successor body.

## 25. Short Term Temporary Employee Entitlements

25.1 Other than as described under subclauses 25.3, 25.4, 25.5 and 25.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.

- 25.2 As set out in subclause 5.7, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.
- 25.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 25.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

25.4.1 The Secretary must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

#### 25.5 Personal Carers Entitlement for short term temporary employees

25.5.1 Short term temporary employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 17.7.3 of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 25.5.4, and the notice requirements set out in 25.5.5.

25.5.2 The Secretary and the short term temporary employee must agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The short term temporary employee is not entitled to any payment for the period of non-attendance.

25.5.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a short term temporary employee are otherwise not affected.

25.5.4 The short term temporary employee must, 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 Secretary or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

25.5.5 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

## 25.6 Bereavement entitlements for short term temporary employees

- 25.6.1 Short term temporary employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).
- 25.6.2 The Secretary and the short term temporary employee must agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The short term temporary employee is not entitled to any payment for the period of non-attendance.
- 25.6.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a short term temporary employee are otherwise not affected.
- 25.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

## 26. Consultation

### 26.1 Consultation is a process that:

- 26.1.1 provides an opportunity for the Department, the Association and employees to express their views, state objections, exchange information and promote understanding;
- 26.1.2 involves timely provision of all relevant information to employees and the Association; and
- 26.1.3 provides a genuine opportunity for employees directly affected by major changes in the workplace, the wider workforce and the Association to influence the matters under discussion with the Department.

### 26.2 Where the Department has made a definite decision to introduce major changes in, program/service delivery, organisation, structure or technology that are likely to have significant effects on employees, the Department must notify the employees who may be affected by the proposed changes and the Association for the purpose of engaging in consultation.

### 26.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Department's workforce or in the skills required, changes in job opportunities, promotion opportunities or job tenure for a class or group of employees, the alteration of hours of work for a class or group of employees, the need for retraining or transfer of a class or group of employees to other work or locations and the restructuring/redesign of jobs.

### 26.4 The Department is not required to consult over individual workplace/performance issues under this clause.

### 26.5 The Department must discuss with the employees affected and the Association, among other matters, the introduction of the changes referred to in subclause 26.2 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and must give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.

### 26.6 The discussions must commence as early as practicable after a definite decision has been made by the Department to make the changes referred to in subclause 26.2 of this clause.

- 26.7 For the purpose of such discussions, the Department must provide to the employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed, the expected significant effects of the changes on employees and any other matters likely to affect employees, provided that the Department is not required to disclose confidential information the disclosure of which would adversely affect the Department.
- 26.8 The Department will notify affected employees and the Association of the outcome of the consultation in writing.

### **27. Production of Receipts**

- 27.1 Payment of any actual expenses is subject to the production of receipts, unless the Secretary is prepared to accept other evidence from the employee.

### **28. Allowance Payable for Use of Private Motor Vehicle**

- 28.1 The Secretary may authorise an employee to use a private motor vehicle for work where:
- 28.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
- 28.1.2 Where the employee is unable to use other means of transport due to a disability.
- 28.2 An employee who, with the approval of the Secretary, uses a private motor vehicle for work must be paid an appropriate rate of allowance specified in Item 5 in Table 2 of Schedule 2, Part B for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 28.4 of this clause.
- 28.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 28.3.1 The casual rate is payable if an employee elects, with the approval of the Secretary, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 28.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 28.4 Deduction from allowance
- 28.4.1 Except as otherwise specified in this award, an employee must bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 28.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 28.4.3 of this subclause.
- 28.4.3 Designated headquarters
- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

28.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

28.4.5 Where a headquarters has been designated per paragraph 28.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

28.4.6 Deductions are not to be applied in respect of days characterised as follows.

- (i) When staying away from home overnight, including the day of return from any itinerary.
- (ii) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (iii) When the employee uses the vehicle for official business after normal working hours.
- (iv) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (i), (ii) and (iii) of this paragraph.
- (v) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
  - (a) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
  - (b) the periodical ticket was in fact purchased; and
  - (c) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.

28.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Secretary.

28.6 Expenses such as tolls etc. must be refunded to employees where the charge was incurred during approved work related travel.

## **29. Damage to Private Motor Vehicle Used for Work**

29.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer must be reimbursed by the Department, provided:

29.1.1 The damage is not due to gross negligence by the employee; and

29.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.

29.2 Provided the damage is not the fault of the employee, the Department must reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

29.2.1 The damage was sustained on approved work activities; and

29.2.2 The costs cannot be met under the insurance policy due to excess clauses.

### **30. Allowance for Living in a Remote Area**

30.1 An employee must be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

30.1.1 Indefinitely stationed and living in a remote area as defined in subclause 30.2 of this clause; or

30.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 30.2 of this clause.

30.2 Grade of appropriate allowance payable under this clause is determined as follows:

30.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 6 in Table 2 of Schedule 2, Part B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 30.2.2 and 30.2.3 of this subclause;

30.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 6 in Table 2 of Schedule 2, Part B; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

30.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 6 in Table 2 of Schedule 2, Part B; in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

30.3 The dependant rate for each grade is payable where

30.3.1 the employee has a dependant as defined; and

30.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and

30.3.3 the employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

30.4 For the purposes of this clause dependant is defined as

30.4.1 the spouse of the employee (including a de facto spouse);

30.4.2 each child of the employee aged eighteen years or under;

30.4.3 each son and daughter of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and

30.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.

- 30.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.
- 30.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 30.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 30.7.1 the employee continues in employment; and
- 30.7.2 the dependants continue to reside in the area specified; and
- 30.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

### **31. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave**

- 31.1 An employee who:
- 31.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and
- 31.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,
- must be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 7 in Table 2 of Schedule 2, Part B for the additional costs of travel.
- 31.2 Dependant in this clause has the same meaning as subclause 30.4 of clause 30, Allowance for Living in a Remote Area, of this award.
- 31.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

### **32. Community Language Allowance Scheme (CLAS)**

- 32.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
- 32.1.1 Employed as interpreters and translators; and
- 32.1.2 Employed in those roles where particular language skills are an integral part of essential requirements of the role,
- must be paid an allowance as specified in Table 1 of Schedule 2, Part B, subject to subclauses 32.2 and 32.3 of this clause.
- 32.2 The base level of the CLAS is paid to employees who:
- 32.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and



- 32.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 32.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
- 32.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employee's language skills, as determined by the Secretary; or
- 32.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that employees with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

### 33. Area, Incidence and Duration

- 33.1 This award applies to all employees as defined in clause 2, Definitions.
- 33.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (School Administrative and Support Staff) Award published 27 March 2020 (387 I.G. 403), as varied.
- 33.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* take effect on and from 3 September 2021.
- 33.4 This award remains in force until 30 June 2022.
- 33.5 Changes made to this award subsequent to it first being published on 27 March 2020 (387 I.G. 403) have been incorporated into this award as part of the review.

## PART B

### Schedule 1 - School Administrative and Support Staff - Rates of Pay

- 1.1 Permanent and long term temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 1 July 2019 Per hour \$	Rates of Pay from first pay period on or after 1 July 2020 Per Hour 2.5% \$	Rates of Pay from first pay period on or after 1 July 2021 Per Hour 2.04% \$
SAM 1	39.34	40.33	41.15
SAM 2	40.42	41.43	42.28
SAM 3	41.57	42.61	43.48
SAM 4	42.84	43.91	44.80
SAO	34.02	34.87	35.58
SLSO 1	31.15	31.93	32.58
SLSO 2	31.71	32.50	33.16
SLSO 3	33.94	34.79	35.50
SLSO 4	36.19	37.10	37.85
SLSO PS 1	31.15	31.93	32.58
SLSO PS 2	31.71	32.50	33.16
SLSO PS 3	33.94	34.79	35.50

SLSO PS 4	36.19	37.10	37.85
SLSO SHS	37.43	38.37	39.15
AEO 1	37.22	38.15	38.92
AEO 2	38.30	39.25	40.05
AEO 3	39.37	40.35	41.17
AEO 4	40.48	41.49	42.34
BM 1.1	44.24	45.35	46.27
BM 1.2	45.64	46.78	47.74
BM 1.3	47.43	48.62	49.61
BM 1.4	48.82	50.04	51.06
BM 2.1	50.28	51.54	52.59
BM 2.2	51.79	53.08	54.17
BM 2.3	53.94	55.29	56.42
BM 2.4	55.66	57.05	58.22

## 1.2 Short-term Temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 1 July 2019 Per hour \$	Rates of Pay from first pay period on or after 1 July 2020 Per Hour 2.5% \$	Rates of Pay from first pay period on or after 1 July 2021 Per Hour 2.04% \$
SAM 1	45.24	46.38	47.32
SAM 2	46.49	47.65	48.62
SAM 3	47.81	49.00	50.00
SAM 4	49.26	50.49	51.52
SAO	39.12	40.10	40.92
SLSO 1	35.82	36.72	37.47
SLSO 2	36.47	37.38	38.14
SLSO 3	39.03	40.01	40.82
SLSO 4	41.62	42.66	43.53
SLSO PS 1	35.82	36.72	37.47
SLSO PS 2	36.47	37.38	38.14
SLSO PS 3	39.03	40.01	40.82
SLSO PS 4	41.62	42.66	43.53
SLSO SHS	43.05	44.12	45.02
AEO 1	42.80	43.87	44.76
AEO 2	44.04	45.14	46.06
AEO 3	45.27	46.40	47.35
AEO 4	46.55	47.72	48.69
BM 1.1	50.88	52.15	53.22
BM 1.2	52.49	53.80	54.90
BM 1.3	54.54	55.90	57.04
BM 1.4	56.14	57.54	58.72

BM 2.1	57.82	59.27	60.47
BM 2.2	59.56	61.05	62.29
BM 2.3	62.03	63.58	64.88
BM 2.4	64.01	65.61	66.95

### Schedule 2 - School Administrative and Support Staff - Allowances

Table 1 - Allowances	Rates of Pay from first pay period on or after 1 July 2019 Per hour \$	Rates of Pay from first pay period on or after 1 July 2020 Per Hour 2.5% \$	Rates of Pay from first pay period on or after 1 July 2021 Per Hour 2.04% \$
First Aid (subclause 5.10.1)	0.56	0.57	0.58
Administration of Medications (subclause 5.10.2)	0.21	0.22	0.22
Health Support* (subclause 5.10.3)	0.46	0.47	0.48

	Amount from first pay period on or after 1 July 2019 Per annum \$	Amount from first pay period on or after 1 July 2020 2.5% Per annum \$	Amount from first pay period on or after 1 July 2021 2.04% Per annum \$
Community Language Allowance Scheme (subclause 32.1.2)	Base level 1,448 Higher level 2,177	Base level 1,484 Higher level 2,231	Base level 1,514 Higher level 2,277

\*Note: the Health Support allowance is subject to transitional provisions and will continue to be paid to the classification of School Learning Support Officer for the performance of these duties until 30 June 2022.

Table 2 - Other Allowances			
The allowances listed in this Table and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.			
Item No.	Clause No.	Brief Description	Amount Effective from 1 July 2021
1	19.2.10 (i) 19.2.10 (ii) 19.2.10 (iii)	Meal allowances on one-day journeys Capital Cities and High-cost Country Centres: -	
		Capital cities and high cost country centres	
		Breakfast allowance	\$29.20
		Evening meal allowance	\$56.00
		Lunch allowance	\$32.85
		Other Centres:	
19.2.10 (i) 19.2.10 (ii) 19.2.10 (iii)	Breakfast allowance	\$26.15	
	Evening meal allowance	\$51.50	
	Lunch allowance	\$29.85	
2	20.4.2	Overtime meal allowances -	
		Breakfast	\$32.50
		Lunch	\$32.50

		Dinner	\$32.50
		Supper	\$11.90
3		Travelling Compensation	
	19.1.8 (ii)	Capital Cities	
		Adelaide	\$295.65
		Brisbane	\$313.65
		Canberra	\$306.65
		Darwin	\$358.65
		Hobart	\$285.65
		Melbourne	\$311.65
		Perth	\$318.65
		Sydney	\$336.65
	19.1.8 (ii)	High Country Cost Centres	
		Albany (WA)	\$317.65
		Alice Springs (NT)	\$288.65
		Armidale (NSW)	\$285.65
		Ballarat (VIC)	\$292.65
		Bathurst (NSW)	\$279.65
		Bega (NSW)	\$283.65
		Benalla (VIC)	\$280.65
		Bendigo (VIC)	\$278.65
		Bordertown (SA)	\$287.65
		Bourke (NSW)	\$303.65
		Bright (VIC)	\$305.65
		Broken Hill (NSW)	\$290.65
		Broome (WA)	\$358.65
		Bunbury (WA)	\$293.65
		Burnie (TAS)	\$302.65
		Cairns (QLD)	\$301.65
		Carnarvon (WA)	\$294.65
		Castlemaine (VIC)	\$281.65
		Chinchilla (QLD)	\$281.65
		Christmas Island (WA)	\$336.65
		Cocos (Keeling) Islands (WA)	\$469.65
		Coffs Harbour (NSW)	\$286.65
		Colac (VIC)	\$276.65
		Dalby (QLD)	\$315.65
		Dampier (WA)	\$313.65
		Derby (WA)	\$308.65
		Devonport (TAS)	\$296.65
		Emerald (QLD)	\$294.65
		Esperance (WA)	\$300.65
		Exmouth (WA)	\$328.65
		Geraldton (WA)	\$303.65
		Gladstone (QLD)	\$293.65
		Gold Coast (QLD)	\$347.65
		Gosford (NSW)	\$283.65
		Halls Creek (WA)	\$308.65
		Hervey Bay (QLD)	\$295.65
		Horn Island (QLD)	\$338.65
		Horsham (VIC)	\$292.65
		Jabiru (NT)	\$354.65
		Kalgoorlie (WA)	\$310.65
		Karratha (WA)	\$353.65
		Katherine (NT)	\$296.65
		Kununurra (WA)	\$342.65
		Launceston (TAS)	\$279.65

		Lismore (NSW)	\$282.65
		Mackay (QLD)	\$299.65
		Maitland (NSW)	\$293.65
		Mount Gambier (SA)	\$278.65
		Mount Isa (QLD)	\$306.65
		Mudgee (NSW)	\$297.65
		Muswellbrook (NSW)	\$295.65
		Newcastle (NSW)	\$323.65
		Newman (WA)	\$308.65
		Nhulunbuy (NT)	\$368.65
		Norfolk Island (NSW)	\$328.65
		Northam (WA)	\$283.65
		Orange (NSW)	\$294.65
		Port Hedland (WA)	\$313.65
		Port Lincoln (SA)	\$308.65
		Port Macquarie (NSW)	\$308.65
		Port Pirie (SA)	\$288.65
		Queanbeyan (NSW)	\$277.65
		Queenstown (TAS)	\$274.65
		Roma (QLD)	\$280.65
		Shepparton (VIC)	\$288.65
		Swan Hill (VIC)	\$274.65
		Tennant Creek (NT)	\$284.65
		Toowoomba (QLD)	\$282.65
		Thursday Island (QLD)	\$338.65
		Townsville (QLD)	\$281.65
		Wagga Wagga (NSW)	\$290.65
		Wangaratta (VIC)	\$282.65
		Weipa (QLD)	\$276.65
		Whyalla (SA)	\$283.65
		Wilpena-Pound (SA)	\$331.65
		Wollongong (NSW)	\$293.65
		Wonthaggi (VIC)	\$290.65
		Yulara (NT)	\$578.65
	19.1.8 (ii)	Tier 2 Country Centres	
		Albury (NSW)	\$262.10
		Ararat (VIC)	\$262.10
		Ayr (QLD)	\$262.10
		Bairnsdale (VIC)	\$262.10
		Bundaberg (QLD)	\$262.10
		Ceduna (SA)	\$262.10
		Charters Towers (QLD)	\$262.10
		Cooma (NSW)	\$262.10
		Dubbo (NSW)	\$262.10
		Echuca (VIC)	\$262.10
		Geelong (VIC)	\$262.10
		Goulburn (NSW)	\$262.10
		Griffith (NSW)	\$262.10
		Gunnedah (NSW)	\$262.10
		Hamilton (VIC)	\$262.10
		Innisfail (QLD)	\$262.10
		Kadina (SA)	\$262.10
		Kingaroy (QLD)	\$262.10
		Mildura (VIC)	\$262.10
		Naracoorte (SA)	\$262.10
		Nowra (NSW)	\$262.10
		Port Augusta (SA)	\$262.10
		Portland (VIC)	\$262.10

		Renmark (SA)	\$262.10
		Rockhampton (QLD)	\$262.10
		Sale (VIC)	\$262.10
		Seymour (VIC)	\$262.10
		Tamworth (NSW)	\$262.10
		Tumut (NSW)	\$262.10
		Warrnambool (VIC)	\$262.10
		Wodonga (VIC)	\$262.10
	19.1.8 (ii)	Other country centres	\$246.10
	19.1.8 (ii)	Incidental expenses when claiming actual expenses - all locations	\$20.60
	19.1.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
4	19.1.8 (i)(b)	Incidental expenses	\$20.60
5	28.2	Allowance payable for use of private motor vehicle	
		Official Business rate	72.0 (cents per km)
		Specified journey rate/Casual rate	28.8 (cents per km)
6		Allowance for Living in a Remote area	
	30.2.1	Grade A - With dependents	\$2,156
		Grade A - Without dependents	\$1,505
	30.2.2	Grade B - With dependents	\$2,860
		Grade B - Without dependents	\$2,005
	30.2.3	Grade C - With dependents	\$3,819
		Grade C - Without dependents	\$2,675
7	31.1.2	Assistance to Employees Stationed in a Remote Area when travelling on recreation leave:	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850kms less \$53.65
		Other transport - With dependents	Actual reasonable expenses in excess of \$53.65 and up to \$359.25
		Other transport - Without dependents	Actual reasonable expenses in excess of \$53.65 and up to \$177.45

D. SLOAN, *Commissioner*

(1928)

SERIAL C9317

**INSURANCE AND CARE NSW AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Insurance and Care NSW (icare).

(Case No. 230236 of 2021)

Before Chief Commissioner Constant

26 August 2021

**VARIATION**

1. Delete subclause 3.14 of clause 3, Definitions, of the award published 20 March 2020 (387 I.G. 56) and insert in lieu thereof the following:
  - 3.14 Daily span of hours means, for a staff member required to work standard hours, the fulltime standard hours defined in this Award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the Insurance and Care NSW Flexible Working Hours Agreement and which do not attract payment for overtime, unless otherwise prescribed in this Award.
2. Delete subclause 3.22 and 3.23 of clause 3, Definitions, and insert in lieu thereof the following:
  - 3.22 Flexible working hours scheme means the scheme outlined in the Flexible Working Hours Agreement which enables staff members, subject to operational requirements, to select their starting and finishing times.
  - 3.23 Flex leave means a period of leave available to be taken by a staff member as specified in the Flexible Working Hours Agreement.
3. Delete subclause 3.28 of clause 3, Definitions, and insert in lieu thereof the following:
  - 3.28 Fulltime staff member means a staff member who occupies a fulltime position within icare's employment.
4. Delete the words "flexible working hours scheme or local arrangement" in subclause 3.36 of clause 3, Definitions, and insert in lieu thereof the word "Agreement".
5. Delete subclauses 3.49 to 3.52 of clause 3, Definitions, and insert in lieu thereof the following:
  - 3.49 Prescribed ceasing time means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working flexible working hours, the prescribed ceasing time means the conclusion of bandwidth of the Flexible Working Hours Agreement.
  - 3.50 Prescribed starting time means, for a staff member not working under a flexible working hours arrangement, the commencement of standard daily hours of that staff member. For a staff member working flexible working hours, the prescribed starting time means the time of commencement within the bandwidth of the Flexible Working Hours Agreement.
  - 3.51 Public holiday means a day proclaimed under the *Public Holidays Act 2010*, as a public holiday.
  - 3.52 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under the Flexible Working Hours Agreement.

6. Delete subclause 92.2 of clause 92, Area, Incidence and Duration, and insert in lieu thereof the following:
- 92.2 This Award shall take effect on and from 1 July 2021 and rescinds and replaces the Insurance and Care NSW Award 2017 published 20 March 2020 (387 I.G. 56) and the salaries and salary related allowances as prescribed in Tables 1 and 2 of Part C Monetary Rates are operative from the beginning of the first full pay period to commence on or after 1 July 2021.
7. Substitute the date "30 June 2021" with "30 June 2022" of subclause 93. No Extra Claims.
8. Delete Part C, Monetary Rates, and insert in lieu thereof the following:

## PART C

### MONETARY RATES

- 1.1 At the time of the making of this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 1.2 The salary rates set out in Table 1, are set in accordance with the *Crown Employees (Public Sector - Salaries) Award*. Should there be any variation or replacement Award of this Award, Insurance and Care staff members will maintain the same salary relationship.

#### Salary Grade Structure

**Table 1**

Grades	Common Salary Points	Per annum \$
Grade 1		
1st year of service	46	\$66,298
Thereafter	49	\$68,246
Grade 2		
1st year of service	52	\$70,151
Thereafter	55	\$72,077
Grade 3		
1st year of service	58	\$74,117
Thereafter	61	\$76,353
Grade 4		
1st year of service	64	\$78,736
Thereafter	67	\$81,158
Grade 5		
1st year of service	75	\$87,493
Thereafter	78	\$90,253
Grade 6		
1st year of service	82	\$93,791
Thereafter	85	\$96,540
Grade 7		
1st year of service	88	\$99,431
Thereafter	91	\$102,403
Grade 8		
1st year of service	95	\$106,672
Thereafter	98	\$110,064
Grade 9		
1st year of service	101	\$113,343
Thereafter	104	\$116,531



Grade 10		
1st year of service	108	\$121,288
Thereafter	111	\$124,901
Grade 11		
1st year of service	116	\$131,094
Thereafter	120	\$136,652
Grade 12		
1st year of service	126	\$145,211
Thereafter	130	\$151,609

### Rates and Allowances

**Table 2**

**Effective 1 July 2020 (except where otherwise stated)**

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	30.1.1	Breakfast	\$28.70
	30.1.2	Dinner	\$55.05
	30.1.3	Lunch	\$32.30
		Tier 2 and other country centres (see list in item 2)	
	30.1.1	Breakfast	\$25.75
	30.1.2	Dinner	\$50.65
	30.1.3	Lunch	\$29.35
2		Travelling allowances	
	27.8.2	Capital cities	Per day
		Adelaide	\$293.45
		Brisbane	\$311.45
		Canberra	\$304.45
		Darwin	\$356.45
		Hobart	\$283.45
		Melbourne	\$309.45
		Perth	\$316.45
		Sydney	\$324.45
	27.8.2	Other country centres	\$240.15
	27.8.2	Incidental expenses when claiming actual expenses - all locations	\$20.40
	27.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	27.8.1	Incidental expenses	\$20.40
4		Use of private motor vehicle	Cents per kilometre
	35.2	Official business	72.0
	35.3	Casual rate (40% of official business rate)	28.8
		Motorcycle allowance (50% of the 1600cc or less official business rate)	36.0
	35.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.36
5	36	Insurance cover	Up to \$1,173
6	38.2	Exchanges	Actual cost
7	39.1	Room at home used as office	\$983 pa
8	85.1.1	On-call (stand-by) and on-call allowance	\$1.00 per hour
9	40.1	Uniforms, protective clothing and laundry allowance	\$5.10 per week
10	42.1	Community language allowance scheme (effective fpp on or after 1 July 2021)	Per annum

		- Base Level Rate	\$1,452 pa
		- Higher Level Rate	\$2,184 pa
11	43.1	First aid allowance (effective ffpp on or after 1 July 2021)	Per annum
		- Holders of basic qualifications	\$936 pa
		- Holders of current occupational first aid certificate	\$1,406 pa

Item No	Clause No	Description	Amount
12	87.1	Overtime meal allowances	Effective 1 July 2020
		Breakfast	\$31.95
		Lunch	\$31.95
		Dinner	\$31.95
		Supper	\$11.80

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

9. This variation shall take effect from the first pay period commencing on or after 1 July 2021.

N. CONSTANT, *Chief Commissioner*

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## TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2021-2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(Case No. 202437 of 2021)

Before Chief Commissioner Constant

10 August 2021

### VARIATION

1. Delete the title of the award published 2 November 2018 (383 I.G. 621), and insert in lieu thereof the following:

## TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2021-2022

2. Delete the definition of "Award" of clause 3, Definitions, and insert in lieu thereof the following:

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2021-2022

3. Delete the definition of "Employer" of clause 3, Definitions, and insert in lieu thereof the following:

"Employer" will mean the Department of Planning, Industry and Environment at Taronga Conservation Society Australia (Taronga) as defined in Part 2 of Schedule 1 Division of the Government Service in the *Government Sector Employment Act 2013*.

4. Delete the definition of "Employee" of clause 3, Definitions, and insert in lieu thereof the following:

"Employee" means a person employed by the Department of Planning, Industry and Environment at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

5. Substitute the words Taronga Conversation Society Australia with Taronga in subclause 4.2 of clause 4, Application.

6. Delete subclause 4.3 of clause 4, Application, and insert in lieu thereof the following:

- 4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Taronga Conservation Society Australia Wages Employees' Award 2021-2022.

7. Substitute the word 'shall' with the word 'will' where it appears in subclauses 4.4, 15.1 and 35.2.

8. Delete subclause 5.1 of clause 5, Area, Incidence and Duration, and insert in lieu thereof the following:

- 5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2021 and will remain in force until 30 June 2022 and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award 2020-2021.

9. Delete subclause 6.1 of clause 6, No Extra Claims, and insert in lieu thereof the following:

- 6.1 The parties agree that, prior to 30 June 2022, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with

respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

10. Delete subclause 15.1 of clause 15, Leave, and insert in lieu thereof the following:
- 15.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within: the Act and Regulation, and Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (only Section 6 - Leave applies) or any successor instrument to that Award, and DPIE's policies as agreed and reviewed from time to time.
11. Delete subclause 17.1 of clause 17, Wage Increases and Wage Rates, and insert in lieu thereof the following:
- 17.1 Employees are awarded an increase in remuneration or other conditions of employment of 2.04 per cent payable from the first full pay period on or after 1 July 2021 and applicable annual increases thereafter.
12. Delete subclause 17.5 of clause 17, Wage Increases and Wage Rates, and inset in lieu thereof the following:
- 17.5 The wage increases provided for in the Award, insofar as they apply from the first full pay period on or after 1 July 2021, will only be paid to those employees who are employed at the date of the making of the Award.
13. Delete Schedule 1, Wage Rate and Schedule 2, Allowances, and insert in lieu thereof the following:

## SCHEDULE 1

### Wage Rate (Weekly)

Classification	Weekly 13 July 2020	Weekly 5 July 2021
Apprentice		
Apprentice - 1st year	499.13	509.30
Apprentice - 2nd year	651.40	664.70
Apprentice - 3rd year	829.54	846.50
Apprentice - 4th year	954.48	974.00
TZ Labourer/Driver/Operator		
Grade 1	1040.37	1,061.60
Grade 2	1094.26	1,116.60
Grade 3	1115.64	1,138.40
TZ Labourer/Driver/Operator (Leading Hand)	1158.21	1,181.80
TWPZ Labourer		
Grade 1	1056.48	1,078.00
Grade 2	1133.50	1,156.60
Grade 3	1155.39	1,179.00
Grade 4	1172.03	1,195.90
TWPZ Labourer (Leading Hand)	1233.59	1,258.80
Water Systems Operator	1212.02	1,236.70
Water Systems Operator (Leading Hand)	1242.08	1,267.40
TZ Tradesperson		
Grade 1	1124.28	1,147.20
Grade 2	1146.02	1,169.40
TZ Tradesperson (Leading Hand)	1199.38	1,223.80
TZ Tradesperson - Plumber		
Grade 1	1135.52	1,158.70
Grade 2	1157.91	1,181.50
TZ Tradesperson - Plumber (Leading Hand)	1211.30	1,236.00
Tradesperson - Electrician		

Grade 1	1197.53	1,222.00
Grade 2	1220.86	1,245.80
Tradesperson - Electrician (Leading Hand)	1274.25	1,300.20
TWPZ Tradesperson	1181.45	1,205.60
TWPZ Tradesperson (Leading Hand)	1234.99	1,260.20
TWPZ Tradesperson - Plumber	1192.28	1,216.60
TWPZ Tradesperson - Plumber (Leading Hand)	1246.92	1,272.40
Senior Tradesperson/Technician/Specialist		
Grade 1	1313.08	1,339.90
Grade 2	1449.00	1,478.60
Works and Trades Supervisor		
Grade 1	1493.48	1,523.90
Grade 2	1610.10	1,642.90
Grade 3	1660.92	1,694.80
Sky Safari Attendant		
Grade 1	853.01	870.40
Grade 2	886.49	904.60
Sky Safari Operator	953.03	972.50
Senior Sky Safari Operator	1083.25	1,105.30
TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	870.83	888.60
Grade 2	971.92	991.70
Grade 3	1028.48	1,049.50
Cleaner (Leading Hand)	1073.13	1,095.00
Cleaning Supervisor	1118.35	1,141.20
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	870.83	888.60
Grade 2	971.92	991.70
Grade 3	1003.01	1,023.50
Cleaner (Leading Hand)	1047.67	1,069.00
Cleaning Supervisor	1092.90	1,115.20
TWPZ Guest Experience Attendant		
Under 16 years	512.38	522.80
16 years	597.80	610.00
17 years	683.18	697.10
18 years and over	768.58	784.30
Junior Guest Experience Officers		
Under 16 years	568.71	580.30
16 years	663.47	677.00
17 years	758.24	773.70
Guest Experience Officer	853.01	870.40
Senior Guest Experience Officer	886.49	904.60
Guest Experience Coordinator	1054.03	1,075.50
Gatekeeper	962.25	981.90
Security Officer		
Grade 1	962.25	981.90
Grade 2	993.36	1,013.60
Senior Security Officer	1027.54	1,048.50
Assistant Security Manager	1083.25	1,105.30
Security Manager		
Year 1	1608.40	1,641.20
Year 2	1746.47	1,782.10
Year 3	1884.54	1,923.00

**SCHEDULE 2****Allowances**

Description		
The following allowances will be payable on commencement of this Award and will be increased in line with the increases to the wage rates contained in the Award		
Tool Allowance	Per week 2020 \$	Per week 2021 \$
Carpenter	33.32	34.00
Electrician Tool Allowance	20.80	21.20
Motor Mechanic	33.32	34.00
Painter	8.01	8.15
Plasterer	27.46	28.00
Plumber	33.32	34.00
Welder (First Class)	33.32	34.00
The following allowances will apply from the first full pay period on or after 1 July 2021 and will be increased in line with the increases to the wage rates contained in the Award		
Licence Allowance (Payable once approved by NSW Fair Trading) Plumber, Gasfitter and Drainer when required to act on:	Per Hour \$	Per Hour \$
- Plumber licence	1.32	1.35
- Gasfitter licence	1.32	1.35
- Drainer licence	1.12	1.14
- Plumber and gasfitter licence	1.77	1.81
- Plumber and drainer licence	1.77	1.81
- Gasfitter and drainer licence	1.77	1.81
- Plumber, gasfitter and drainer licence	2.44	2.49
Electricians Licence	50.83 per week	51.85 per week
Plumber Tradesperson Certificate Allowance (Payable once approved by Service NSW)	1.01 per hour	1.05 per hour
Chokage Allowance	9.61 per day	9.80 per day
Fouled Equipment Allowance	9.61 per day	9.80 per day
Senior First Aid Allowance	17.54 per week	17.90 per week
Occupational First Aid Allowance	26.39 per week	
The following allowances will apply from the first full pay period on or after 1 July 2021 and will not be varied during the life of the Award		
Labourer/Driver/Operator Travel Allowance	10.20 per week	10.20 per week
TWPZ Disability Allowance	15.50 per week	15.50 per week
Insurance of Tools	1495.00	1495.00
The following allowance will apply from the first full pay period on or after 1 July 2021 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office		
Overtime Meal Allowance	DPC Circular	DPC Circular
On Call (Standby Allowance)	1.00 per hour	1.00 per hour
The following allowance will apply from the first full pay period on or after 1 July 2021 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).		
Laundry Allowance	5.10 per week	5.10 per week
Bus Allowance - TWPZ only	5.65 per shift	5.65 per shift
Overnight Allowance	35.10 per overnight shift	35.10 per overnight shift

14. This variation shall take effect from the first full pay period to commence on or after 1 July 2021.

N. CONSTANT, *Chief Commissioner*

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