

Vol. 382, Part 2

9 February 2018

Pages 155 – 683



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

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(1667)

SERIAL C8705

**CROWN EMPLOYEES (OFFICE OF SPORT - SERVICES OFFICERS)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 2017/67548)

Before Acting Chief Commissioner Tabbaa

8 March 2017

VARIATION

1. Insert in Schedule 1, Venue Locations of the award published 16 December 2016 (381 I.G. 47), after Sydney International Shooting Centre the following paragraph:

Sydney International Regatta Centre
Gate A, Old Castlereagh Rd
Castlereagh NSW 2749

2. This variation shall take effect on and from 8 March 2017.

I. TABBAA, Acting Chief Commissioner.

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CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2017) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C8713 published 6 October 2017.

(381 I.G. 851)

(Case No. 99841 of 2017)

CORRECTION

1. Delete the paragraph "Community Offender Support Program Centres, Department of Corrective Services Determination No. 960 of 2008" in Schedule A, List of Awards, Agreements and Determinations and insert in lieu thereof the following:

Community Offender Support Program Centres, Department of Corrective Services Determination No. 965 of 2008

2. Delete the paragraph "Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983" in Schedule A, List of Awards, Agreements and Determinations and insert in lieu thereof the following:

Salaries of Computer Operators - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

3. Delete the paragraph "Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1982; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982" in Schedule A, List of Awards, Agreements and Determinations and insert in lieu thereof the following:

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1981; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

4. Delete the title "Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983" of table in Part B, Monetary Rates, Agreements and Determinations and insert in lieu thereof the following:

Salaries of Computer Operators - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

5. Delete the amount "66,591" in column 2 of table Crown Employees (General Staff - Salaries) Award 2007 under classification Community Liaison Officer/Aboriginal Community Liaison Officer in Part B, Monetary Rates, Awards.

6. Delete the salary rates for Fisheries Scientific Technicians in table Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award of Part B, Monetary Rates, Awards and substitute the following:

Fisheries Scientific Technicians		
Grade 1		
Year 1	-	45,065
Year 2	-	48,094
Year 3	-	51,177
Year 4	-	54,166
Year 5	-	57,200
Year 6	-	60,228
Grade 2		
Year 1	-	62,652
Year 2	-	95,945
Year 3	-	69,246
Grade 3		
Year 1	-	72,541
Year 2	-	76,277
Year 3	-	82,261
Grade 4		
Year 1	-	83,752
Year 2	-	86,280
Year 3	-	88,851
Grade 5		
Year 1	-	92,109
Year 2	-	95,407
Year 3	-	99,204

7. Delete the rate \$8888 for First Aid Allowance Holders of basic qualifications in table Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 of Part B, Monetary Rates, Awards and substitute the following:

First Aid Allowance Holders of basic qualification	888
---	-----

8. Delete the table under heading Table 2 - Hourly Wage Rates for Trainee Diploma Level - part-time of Part B, Monetary Rates, Awards and insert in lieu thereof the following:

Classification	1.7.17 Per hour 2.50% \$
Trainee Diploma Level - part-time	25.30

9. Delete the salary rates for School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) in subclause 1.1, Permanent School Administrative and Support Staff in Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officers) Rates of Pay of Part B, Monetary Rates, Awards and substitute the following:

2nd year	27.19
3rd year	29.10
4th year	31.03

M. Morgan, *Industrial Registrar*.

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**HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS
(STATE) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/192050)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salary Rates

PART A

1. Definitions

"Employee" means a person employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*.

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

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

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

"Union" means the Health Services Union NSW.

2. Classifications

A. Psychologist

(i) Academic and Registration Requirements

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

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

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

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

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

(ii) Characteristics

(a) Tasks

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

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

(b) Judgement and Problem Solving

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

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

(c) Supervision and Independence

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

Psychologists may provide clinical supervision to less experienced Psychologists.

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

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

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

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

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

B. Senior Psychologist

(i) Characteristics and General Features of Duties

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

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

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

(ii) Academic and Registration Requirements

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

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

C. Clinical Psychologist

(i) Academic and Registration Requirements

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

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

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

(ii) Characteristics

(a) Task

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

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

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

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

(b) Judgement and Problem Solving

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

(c) Supervision and Independence

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

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

Clinical Psychologists may work in or lead a multidisciplinary team.

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

(d) Organisational Relationships

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

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

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

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

D. Senior Clinical Psychologist

(i) Characteristics and General Features of Duties

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

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

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

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

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

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

- (a) Administrative duties, which may include:
 - (1) responsibility for overall service planning and policy; and
 - (2) other supra-clinical duties involving responsibility for service provision; and
 - (3) responsibility for professional functioning of Psychologists and Clinical Psychologists.
- (b) Consultation, involving
 - (1) the provision of consultation with other Psychologists or with other professional bodies and organisations (e.g. other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
 - (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.

- (c) Research and Evaluation, involving
 - (1) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
 - (2) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;
- (d) Training, involving
 - (1) the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills;
 - (2) contributing to training for supervisors of psychological services; and
 - (3) developing and implementing training programs.

E. Principal Psychologist

(i) Characteristics and General Features of Duties

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

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

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

- (a) Administrative and policy duties, which may include:
 - (1) providing advice to Health Services and/or liaising between different Health Services on the development and provision of psychological services;
 - (2) acting as a Senior Consultant for government or other agencies; and
 - (3) providing policy advice on human and psychological services at Ministerial level;
- (b) Psychological research of a significant nature and demonstrating ongoing involvement, which may include:
 - (1) a significant number of research publications with the Principal Psychologist as primary author, and which have been published in respected peer reviewed journals. It would be expected that a significant proportion of these publications had been achieved since attaining specialist qualifications; and
 - (2) presentation of papers, which may include psychological research or issues of clinical development, at major professional conferences and seminars;

- (c) Teaching duties of a significant nature, which may include:
 - (1) having a university appointment that includes active involvement in the teaching of psychology at the postgraduate level, and may also include teaching of undergraduates; and
 - (2) teaching specialised clinical skills to other psychologists and/ or students;
- (d) Advisory, with the Principal Psychologist:
 - (1) operating in a senior advisory role to the Health Service and developing systems to ensure a high level of professional functioning of psychologists in that Health Service, such as organising regular continued professional development for Psychologists, maintaining and enhancing professional ethics and conduct, supporting NSW Ministry of Health objectives via evidence based methods and evaluation; and
 - (2) teaching specialised clinical skills to other psychologists and/ or students.

3. Grading Committee

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

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

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

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

4. Conditions of Service

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

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

5. Savings Provision

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

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

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award published 29 July 2016 (380 I.G. 234) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmitters, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salary Rates

Classification	Rate From ffppoa 01/07/2017 2.5% \$ per annum
PSYCHOLOGISTS	
Psychologist	
1st year of service	64,618
2nd year of service	68,113
3rd year of service	71,604
4th year of service	75,970
5th year of service	80,337
6th year of service	84,702
7th year of service	89,069
8th year of service	92,564
9th year of service & thereafter	96,052
Senior Psychologist	
1st year of service	101,293
2nd year of service	105,661
3rd year of service & thereafter	110,026
Clinical Psychologist	
1st year of service	92,565
2nd year of service	97,799
3rd year of service	103,041
4th year of service	108,282
5th year of service and thereafter	113,518
Senior Clinical Psychologist	
1st year of service	118,760
2nd year of service	122,251
3rd year of service & thereafter	125,745

Principal Clinical Psychologist	
1st year of service and thereafter	143,209
PART-TIME PSYCHOLOGISTS	
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))	
Part-Time Psychologist (per hour)	48.40
(Formula: 5th year rate ÷ 52.17857 ÷ 35 + 10%)	
Part-Time Clinical Psychologist (per hour)	62.10
(Formula: 3rd year rate ÷ 52.17857 ÷ 35 + 10%)	
Part-Time Senior Clinical Psychologist (per hour)	73.60
(Formula: 2nd year rate ÷ 52.17857 ÷ 35 + 10%)	

P. KITE, Chief Commissioner.

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HEALTH EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health

(Case No. 2017/194517)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

PART A

1. Definitions

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

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

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

Where:

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

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

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

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

- (ii) "Aide" means a person appointed as such who is wholly or substantially engaged in all or any of the following duties:
 - (a) media making;
 - (b) preparation of solutions etc. of a routine character;
 - (c) washing, sorting, classifying, decontaminating or packing of glassware, slides, instruments or other equipment;
 - (d) filing or packing of medicinal preparations and issuing of ward pharmacy stocks; or
 - (e) other duties of a similar nature.
- (iii) "Anaesthetic and Operating Theatre Technician" means a person employed as such who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during, and after operation.
- (iv) "Animal Technician" means a person appointed as such who is required to assist in medical procedures with animals such as surgical techniques, production of disease, anaesthesia and post-operative care.
- (v) Apprentices -
 - (a) "Adult Apprentice" means any person entering on an apprenticeship or continuing in an apprenticeship (including a probationary or trainee apprenticeship) on or after his/her twenty-first birthday.
 - (b) "Apprentice" means an employee who is party to an apprenticeship contract, and includes a person who is employed as an apprentice but in respect of whom an apprenticeship contract is not yet in force.
 - (c) "Apprenticeship" means an apprenticeship established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001*.
 - (d) "Apprenticeship Trade Course" means the trade course provided by the Department of Technical and Further Education or its successors which is appropriate to the trade classification of an apprentice. These courses are presently known as the "Commercial Cookery Trade Course" and the "Parks and Gardens Trade Course".
- (vi) "Boiler Attendant" (with Maintenance of Plant) means a person employed as such who is the holder of a boiler certificate and whose ordinary duties include, in addition to the maintenance of low pressure boilers, responsibility for the maintenance of all steam services and plant within the hospital.
- (vii) Care Service Employees
 - (a) Grade 1 - New Entrant - means an employee with less than 500 hours' relevant work experience who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions, including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member.

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

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade employee attending to the personal needs of patients.	General assistance to higher grade employees in the full range of domestic duties.	General labouring assistance to higher-grade employees in the full range of gardening and maintenance duties.

- (b) Grade 1 - means an employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to patients in carrying out simple personal care tasks which shall include but not be limited to: - Supervise daily hygiene eg. assisting with showers or baths, shaving, cutting nails; - lay out clothes and assist in dressing; - make beds and tidy rooms; - store clothes and clean wardrobes; - assist with meals.	Performance under limited supervision of the full range of domestic duties including but not limited to: - General cleaning of accommodation food service and general areas; - General waiting, table service and clearing duties; - Assistance in the preparation of food, including the cooking and/or preparation of light refreshments; - All laundry duties.	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: - Sweeping; - Hosing; - Garbage collection and disposal; Keeping the outside of buildings clean and tidy; - Mowing lawns and assisting gardening staff in labouring.

Under direct supervision, provide assistance to CSE Gr 2 or other staff performing similar functions, in attending to higher level personal care needs of a patient.

- (c) Grade 2 - means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Provide a wide range of personal care services to patients, under limited supervision and in accordance with the patient's Care Plan, including: - Assist and support patients with medication utilising medication compliance aids; - Simple wound dressing;	Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a sedan or utility.	Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers.

- Implementation of continence programs as identified in the Care Plan;
- Attend to routine urinalysis, blood pressure, temperature and pulse checks;
- Blood sugar level checks etc and assist and support diabetic patients in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.
- Recognise, report and respond appropriately to changes in the condition of patients, within the skills and competence of the employee and the policies and procedures of the organisation.
- Assist in the development and implementation of patient care plans
- Assist in the development and implementation of programs of activities for patients.

Perform gardening duties.

Provide advice on planning and plant maintenance.

Attend to indoor plants, conduct recycling and re- potting schedules.

Carry out physical inspections of property and premises and report.

- (viii) "Cardiac Technician" means a person who performs ECGs, Exercise Stress Testing and Holter Loop Recorders.
- (ix) "Cardiac Technologist - Grade 1" means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer and may be required to perform ECGs, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICDs).
- (x) "Cardiac Technologist - Grade 2" means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the employer and performs Cardiac Sonography or Electrophysiological Studies (EPS).
- (xi) "Central Linen Service" is a laundry which supplies a linen service to two or more separate hospitals.
- (xii) "Centralised Food Production Unit (CFPU)" means a centralised food production unit established by a Health Service or the employer that produces and supplies bulk food produce in advance.

The CFPU produces but is not limited to cook chill food in the form of extended life cook chill and/or short shelf life cook chill product. The CFPU can also produce bulk food as cook freeze product, and as prepared non-cooked items including but not limited to items such as salad vegetables, fruit, desserts, prepared cold meats etc. This food is produced using such technologies as Extended Life Cook Chill (ELCC), Short Term Cook Chill (STCC) and Cook Freeze (CF) and distributed to receiving/finishing and satellite kitchens which may be within or adjacent to the CFPU or off site.

- (xiii) "CFPU Chef" means a person appointed to such a position in a CFPU and who is accountable for the preparation, production and portioning of bulk food products and other non-cooked items in the CFPU. The CFPU Chef is responsible for the supervision of staff.
- (xiv) "CFPU Cook"
 - (a) Level 2 - means a person appointed to such a position in a CFPU and who is responsible for the preparation, production and portioning of bulk food products and other non-cooked items and associated food production tasks. The CFPU Cook is responsible for the supervision of employees working in the above processes.

- (b) Level 1 - means a person appointed to such a position in a CFPU and under the supervision of a CFPU Cook Level 2 who assists in the preparation, production and portioning of bulk food products and other non-cooked items.
- (xv) "Chef" means a person employed as such in a hospital with a daily average of occupied beds of not less than 100 and who may be required by the employer to supervise staff, give any necessary instruction in all branches of cooking and be responsible for requisitioning stores required for the preparation and serving of meals.

The average daily number of meals prepared and served by the kitchen or kitchens for which the chef is responsible shall determine his or her grading as follows:

Grade A - 2,000 or more

Grade B - 1,000 and less than 2,000

Grade C - less than 1000

- (xvi) "Chief Cardiac Technologist" means a person who can perform all the functions of a Cardiac Technologist and who is responsible for the management of the department including the development of operational protocols.

(xvii)

- (A) "Cook (Grade A)" means a person employed as a cook in a hospital having at the preceding 30 June and ADA of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:

- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of work specified in (a) and (b), of this subclause; or
- (d) on relieving a chef or other cooks engaged on the work specified in (a), (b) or (c) of this subclause; or
- (e) as a cook responsible for supervising the work of other cooks in the kitchen.

In respect of the hospitals specified hereunder, Cook Grade A means a person employed as a cook in the following kitchens:

The Sydney Hospital: Main kitchen and main nurses' home kitchen

Prince of Wales Hospital: Main kitchen

Royal Prince Alfred Hospital: Main kitchen and diet kitchen

General Hospital: Main kitchen

The Royal Alexandra Hospital for Children: Main kitchen

The Royal North Shore Hospital: Main kitchen

who is principally engaged, other than as an assistant to another cook; either

- (a) on the cooking of meats, poultry and fish; or

- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of the work specified in (a) and (b) of this paragraph; or
- (d) on relieving a chef or other cooks engaged on the work specified in subparagraphs (a), (b) or (c) of this paragraph; or
- (e) as a cook responsible for supervising the work of other cooks in a kitchen where meals are prepared for an average of 100 or more persons.

Provided that subparagraphs (a), (b), (c) and (d) of this paragraph immediately above shall have no application in respect of cooks in the diet kitchen of the General Hospital of the Royal Prince Alfred Hospital.

(B) "Cook (Grade B)" means a person employed as a cook, other than a chef, cook (Grade A), or an assistant cook.

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

(xix) "Gardener" means a person employed as such whose duties include any or all of the following, namely, propagation of seeds, planting out, pruning and shaping of trees and shrubs, layout of gardens and general gardening duties.

(xx) "Head Gardener" means a person employed as such who, in addition to performing gardening duties is required as part of his/her ordinary duty to supervise and control a staff of not less than three others, one of whom is a gardener.

(xxi) "Health and Security Assistant" means a person appointed as such who has the following responsibilities:

a person required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties; and/or

a person who undertakes routine clerical/administrative work (Level 1); and/or

a person who has the primary functions usually undertaken by the classification of Hospital Assistant Grade 1,2 or 3; and/or

any other classification of staff agreed to between the employer and the Union.

and in addition, undertakes securing, watching, guarding and/or protecting as directed, including response to alarm signals and attendances.

Such employee is required to be appropriately licensed in accordance with the *Security Industry Act 1997*.

(xxii) "Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.

(xxiii) "Heart/Lung Assistant" means a person employed as such and who assists the Heart/Lung Technician in the assembly, dismantling and cleaning of heart/lung equipment.

(xxiv) "Heart/Lung Technician" means a person employed as such and whose duties require him/her to be skilled in the assembly, operation, dismantling and cleaning of heart/lung machines and the operation of cardiac monitoring equipment.

- (xxv) "Home Supervisor" means a person employed as such who is required to supervise resident staff quarters.
- (xxvi) "Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.
- (xxvii) "Hospital Assistant" -
- (a) Grade I means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Maid, Seamstress, and/or Female Attendant.
 - (b) Grade II means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Laundry Employee-Female, Porter (all grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant-Male, Attendant-Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).
 - (c) Grade III means an employee, male or female, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.
- (xxviii) "Laundry Assistant Foreperson" means a person employed as such in a hospital with an ADA of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.
- (xxix) "Leading Hand" means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.
- (xxx) "Linen Supply Officer" means a person appointed as such who is required, in hospitals where linen is supplied from a central linen service, to be in control of the linen store, be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service.
- (xxxi) "Maintenance Supervisor (Non-Tradesman)" means a person employed as such: and
- (a) who assists the engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves him during his absence, or
 - (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.
- (xxxii) "Museum Technician" means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of museum and pathological specimens.
- (xxxiii) "Patient Transport Officer" means an employee who has successfully completed the requirements for appointment as a Patient Transport Officer and who has been appointed as such.

A Patient Transport Officer is required to have completed training in, and to undergo any mandatory periodic refresher training required, in the following:

- Advanced Cardio Pulmonary Resuscitation (CPR),
- Gueddels Airways,
- Basic life support skills,
- Advanced first-aid,
- Patient handling and lifting techniques,
- Driver training,
- Oxygen administration, and
- Transport and handling of specialised equipment (e.g. cardiac defibrillators).

The duties of a Patient Transport Officer include the routine and non-emergency transportation of hospital patients utilising basic life support skills. Transportation can include single driver transports (no escort if appropriate), or transportations with an appropriate escort. The decision on whether or not a nurse accompanies a patient is made by the relevant Nurse Unit Manager.

The employer and Union shall consult, monitor and review the operation of this classification.

In the case of an emergency arising during the course of a non-escorted transportation, the Patient Transport Officer is expected to apply the procedures from the training referred to above, and in the case of an emergency arising during an escorted transportation, to assist or respond to the direction of the clinical escort in the application of these procedures.

A Patient Transport Officer is responsible for maintaining the cleanliness of the vehicle, maintaining appropriate stock levels, for carrying out equipment checks, and other associated duties.

(xxxiv) "Pharmacy Assistants"

- (a) Pharmacy Assistant Grade 1 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.
- (b) Pharmacy Assistant Grade 2 - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the employer to be equivalent.

(xxxv) "Pharmacy Technician Grade 1" means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the employer to be equivalent.

(xxxvi) "Pharmacy Technician - Grade 2" means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.

(xxxvii) "Pharmacy Technician - Grade 3" means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed

by the employer to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.

- (xxxviii) "Pharmacy Technician - Grade 4" means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the employer to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Health Service (these studies may be conducted by the Health Service on a local internal basis). Generally the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/ management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.
- (xxxix) "Post Mortem Assistant" means a person employed as such who assists in the performance of not less than 200 post mortems per year, and whose duties may require him/her to remove organs under the supervision of a Medical Officer.
- (xl) "Senior Anaesthetic and Operating Theatre Technician" is a person holding the Diploma issued by the Society of Anaesthetic and Operating Theatre Technicians who has a minimum of two years post-graduate service as an Anaesthetic and Operating Theatre Technician and is in charge of two or more Anaesthetic and Operating Theatre Technicians.
- (xli) "Senior Cardiac Technologist" means a person who can perform all duties of Cardiac Technologist Grade 1 and assists the Chief Cardiac Technologist with management, either through:
- undertaking supervisory duties in a Deputy or Second in Charge role overseeing other Cardiac Technicians and/or Cardiac Technologists;
- and/or
- having responsibility for the day to day running of a discreet function within the department.
- (xlii) "Senior Security Officer" means a person appointed as such who undertakes the duties of a security officer and in addition performs such duties as the operation of specialised security equipment, leading teams and training. Persons in this position are to hold a current security licence at the appropriate level to perform the above duties and be able to use discretionary judgement in relation to the assessment of security risks within a healthcare environment.
- (xliii) "Sterilisation Technician - Grade 1" means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department of the Health Service. At this level the technician will be performing routine basic tasks and is under routine supervision.
- (xliv) "Sterilisation Technician - Grade 2" means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.
- (xlv) "Sterilisation Technician - Grade 3" means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.

- (xlvi) "Surgical Dresser" means an employee who is required to undertake advanced duties associated with the care of patients such as special enemata, catheterisation, bowel lavation, and/or other specialised work in wards and theatres.
- (xlvii) "Team Leader, Central Linen Service" A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.
- (xlviii) "Technical Assistant Grade II" means a person appointed as such who is wholly or substantially engaged in routine laboratory procedures of a technical or special nature including routine bio-chemical, bacteriological or haematological tests or counts.
- (xlix) "Trainee Patient Transport Officer" means an employee who is undertaking training and workplace mentoring in order to successfully complete the requirements for appointment to a 'Patient Transport Officer' position.
- (l) "Union" means the Health Services Union NSW.
- (li) "Wardsperson" means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

2. Salaries and Wages

Employees shall be paid not less than as set in Table 1 - Salaries, of Part B, Monetary Rates.

3. Leading Hands

An employee appointed as leading hand who in addition to his/her ordinary duties, is in charge of not less than two other employees shall be paid an allowance above his/her ordinary rate as set out in Table 2 - Allowances, of Part B, Monetary Rates.

4. Exemptions

This Award shall not apply to:

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

5. Conditions of Service

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

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

6. Dispute Resolution

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

7. Anti-Discrimination

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

NOTES -

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

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

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries and Table 2 - Allowances, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Employees (State) Award published 29 July 2016 (380 I.G. 242) and all variations thereof.

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from ffppoa 01/07/2017 2.5% \$ per week
Medical/Technical Group	
Aides	
1st year	941.40
2nd year	959.40
Thereafter	978.60
Technical Assistant Grade 1	
1st Year	959.40
2nd Year	978.60
Thereafter	1,000.80
Technical Assistant Grade 2	
1st year	978.60
2nd year	1,000.80
Thereafter	1,018.40
Trainee Cytology Scanner	
On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.	
Cytology Scanner	
1st year	978.60
2nd year	1,000.80
Thereafter	1,018.40
Pharmacy Assistant - Grade 1	
1st year	978.60
2nd year	1,000.80
3rd year	1,018.40
4th year	1,046.90
Pharmacy Assistant - Grade 2	
1st year	1,046.90
2nd year	1,072.20
Pharmacy Technician-Grade 1	
1st year	1,046.90
2nd year	1,072.20
3rd year	1,096.30
4th year	1,122.50
Pharmacy Technician-Grade 2	
1st year	1,146.80
2nd year	1,190.20
3rd year	1,228.80
4th year	1,262.90

Pharmacy Technician-Grade 3	
1st year	1,349.70
2nd year	1,396.60
Pharmacy Technician-Grade 4	
1st year	1,443.80
2nd year	1,534.70
Sterilisation Technician-Grade 1	
1st year	978.60
2nd year	1,000.80
3rd year	1,046.90
Sterilisation Technician-Grade 2	
1st year	1,072.20
2nd year	1,096.30
3rd year	1,122.50
Sterilisation Technician-Grade 3	
1st year	1,146.80
2nd year	1,190.20
Post Mortem Assistant 200 Post Mortems p.a.	
1st year	1,190.40
2nd year	1,229.30
3rd year and thereafter	1,264.10
Senior Post-Mortem Assistant - Westmead	1,397.50
Museum Technician	
1st year	968.40
2nd year	986.60
3rd year	1,005.30
4th year and Thereafter	1,025.50
Animal Technician	
1st year	968.40
2nd year	986.60
3rd year	1,005.30
4th year	1,025.50
Animal Attendant	960.90
Research Mechanic	988.10
Operations Assistant	
Chief	1,062.80
Senior	1,027.90
Others - first 3 years	981.00
Other - Subsequent years	1,008.20
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.	
Trainee Operations Assistant	
On completion of three years' training, a Trainee shall be classified as Assistant.	859.20
Anaesthetic and Operating Theatre Technician	
Without Diploma	1,018.40
With Diploma	1,073.40
Senior Anaesthetic Technician	1,107.40
Senior Anaesthetic Technician - Royal Prince Alfred Hospital	1,137.20
Technical Controller Processing - Royal Prince Alfred Hospital	
Personal Present Occupant Only	985.80
Institute of Tropical Medicine-Prince Henry	
Attendant	971.70
Attendant in Charge	1,009.40
Surgical Instrument Repairer	
Surgical Instrumental Repairer	987.50

Patient Support Assistant-Central Coast Area Health Service	
1st Year	939.80
Thereafter	946.80
Patient Services Assistant - Western Sydney Area Health Service	
Grade 1	921.00
Grade 2	939.80
Support Services Officer - Northern Sydney and Western Sydney Area Health Service	
	959.40
Wardsperson	
1st year	939.80
Thereafter	946.80
Chief Wardsman	
1st year	989.40
Thereafter	997.70
Senior Chief Wardsman	
1st year	1,017.80
Thereafter	1,025.10
Surgical Dresser	
1st year	951.60
2nd year	959.60
Thereafter	971.70
Surgical Dresser - S.T.D. Clinic	
1st year	959.60
Thereafter	983.00
Chief Surgical Dresser	
1st year	1,001.50
2nd year	1,010.40
Thereafter	1,022.30
Senior Chief Surgical Dresser	
1st year	1,029.30
2nd year	1,038.50
Thereafter	1,050.50
Surgical Dresser - Royal North Shore Hospital	
1st year	976.90
2nd year	986.10
Thereafter	997.90
Senior Chief Surgical Dresser - Royal North Shore Hospital	
1st year	1,075.80
2nd year	1,085.40
Thereafter	1,098.10
Chief Surgical Dresser - Royal North Shore Hospital	
1st year	1,047.40
2nd year	1,055.80
Thereafter	1,068.50
Heart/Lung Technician	
	1,101.10
Heart/Lung Assistant	
	1,038.50
Cardiac Technician	
Year 1	1,146.80
Year 2	1,190.20
Year 3	1,228.80
Year 4	1,262.90
Cardiac Technologists - Grade 1	
Year 1	1,172.60
Year 2	1,216.40
Year 3	1,291.40
Year 4	1,379.80
Year 5	1,475.10

Year 6	1,569.20
Year 7	1,645.40
Year 8	1,698.50
Cardiac Technologists - Grade 2 (Sonographer or EPS)	
Year 1	1,645.40
Year 2	1,698.50
Year 3	1,827.10
Senior Cardiac Technologist	
Year 1	1,827.10
Year 2	1,888.10
Chief Cardiac Technologist	
Year 1	1,940.70
Year 2	2,153.30
Neurophysiological Technician	
1st and 2nd year	1,073.40
3rd year and Thereafter	1,107.40
Senior Neurophysiological Technician	
In Charge of 2 or more employees	1,137.20
St George, New Childrens, RNSH, Royal Newcastle	1,228.80
RPAH, POW, PHH, Westmead	1,349.70
Trainee Neurophysiological Technician	938.10
Provided that promotion to Electro-Cardiograph Recorder/Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.	
Provided that promotion to Neurophysiological/Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Ministry of Health to be appropriate.	
Domestic Group	
Trainee Catering Officer	
1st year	960.40
2nd year	981.00
Thereafter	1,004.90
Surgical Bootmaker	
In charge of other Bootmakers/Repairers	1,105.50
Otherwise	1,083.20
Surgical Boot Repairer	1,063.20
Chef	
Grade A	1,051.50
Grade B	1,028.10
Grade C	1,005.30
Cook	
Grade A	986.30
Grade B	962.50

Team Leader, Central Linen Service (formerly "Forepersons")		1,017.00
Chef - Centralised Food Production Unit		
Level 1		1,058.10
Level 2		1,095.20
Level 3		1,132.30
Cook - Centralised Food Production Unit		
Level 1		1,017.00
Level 2		1,058.10
Care Service Employee		
New Entrant		675.40
Grade 1		788.60
Grade 2		837.90
Linen Supply Officer		
Under 300 Beds		953.10
300 Beds but less than 500 Beds		980.10
500 Beds and over		1,008.40
Assistant Foreperson		936.50
Hospital Assistant		
Grade 1		886.40
Grade 2		906.80
Grade 3		921.00
Sewing Room Supervisor		
In charge of 2-6 Dressmakers/Seamstresses		943.30
In charge of 7-11 Dressmakers/Seamstresses		955.00
In charge of 12 or more Dressmakers/Seamstresses		966.40
Housekeeper/Domestic Supervisor - not I/C Food Services		
Under 100 beds		958.00
100 beds but less than 200 beds		964.80
200 beds but less than 300 beds		973.50
300 beds but less than 400 beds		983.00
400 beds but less than 500 beds		1,003.10
500 beds and over		1,022.30
Home Supervisor		
100 beds but less than 200 beds		921.10
200 beds but less than 300 beds		948.80
300 beds but less than 400 beds		958.00
400 beds but less than 500 beds		970.90
500 beds and over		979.80
Maintenance/General Group		
Maintenance Supervisor (Non Tradesman)		
In charge of staff		1,138.10
Otherwise		1,110.10
Boiler Attendant		
Maintenance of Plant		962.60
Otherwise		952.10
Fireman		906.80
Motor Vehicle, Ambulance and/or Bus Driver		
Up to 2950 Kilograms		958.50
Over 2950 Kg & up to 4650 Kg		965.40
Over 4650 Kg & up to 6250 Kg		972.20
Over 6250 Kg & up to 7700 Kg		978.20
Over 7700 Kg & up to 9200 Kg		984.50

Over 9200 Kg & up to 10800 Kg	989.20
Over 10800 Kg & up to 12350 Kg	995.00
Over 12350 Kg & up to 13950 Kg	1,000.10
Over 13950 Kg & up to 15500 Kg	1,005.30
Over 15500 Kg & up to 16950 Kg	1,008.20
Over 16950 Kg & up to 18400 Kg	1,011.00
Over 18400 Kg & up to 19750 Kg	1,012.20
Over 19750 Kg & up to 21100 Kg	1,014.80
Over 21100 Kg & up to 22450 Kg	1,019.20
Trainee Patient Transport Officer	935.10
Patient Transport Officer	976.80
Fire Safety Officers	
Level 1 - Over 700 beds	1,644.60
Level 2 - 300-700 beds	1,463.70
Level 3 - Less than 300 beds	1,300.30
Gardening Staff	
Head Gardener Without Certificate	994.40
Head Gardener With Certificate	1,058.40
Gardener Without Certificate	938.00
Gardener With Certificate	965.70
Vocational Instructor - Rehabilitation (Tradesman)	
1st year	1,183.20
2nd year	1,198.90
3rd year and Thereafter	1,214.30
Vocational Training Officer (Non-Trade)	
1st year	1,072.80
2nd year	1,088.60
3rd year and Thereafter	1,104.70
Health and Security Assistant	1,008.40
Security Officer	959.40
Senior Security Officer	
Year 1	1,046.90
Year 2	1,072.20
Printing Operators	
1st year	1,045.90
2nd year	1,053.80
3rd year	1,059.90
O.I.C Prince Henry Hospital	1,092.70
Child Care Worker	
1st year	892.70
2nd year	908.80
3rd year	943.10
4th year	959.50
5th year	978.60
6th year	1,000.80
Thereafter	1,018.40
Diversional Therapist with Diploma	
1st year	967.60
2nd year	1,025.10
3rd year	1,081.60
4th year	1,138.60
5th year	1,192.70
Tyre Fitter	941.90
Ambulance Support Officer	904.40

Apprentices	
Apprentice Cook	
1st six months	481.90
2nd six months	674.20
3rd six months	770.50
4th six months	818.80
5th six months	868.30
6th six months	914.90
Apprentice Gardener	
1st Year	495.10
2nd Year	589.00
3rd Year	777.70
4th Year	872.10

Table 2 - Allowances

Allowance	Rate from ffppoa 01/07/2017 2.5% \$
Special Allowance Post Mortem Assistants and Senior Post Mortem Assistants (Westmead) (per week)	96.45
Senior Laundry Staff - Technical Certificate (per week)	12.51
Leading Hand in charge of 2 to 5 employees (per week)	33.00
Leading Hand in charge of 6 to 10 employees (per week)	46.80
Leading Hand in charge of 11 to 15 employees (per week)	59.70
Leading Hand in charge of 16 to 19 employees (per week)	72.90
Automatic Rotary Press operation (per hour)	0.62
Housekeeper/Domestic Supervisor Nurse Home (per week)	9.00
Boiler Attendant's Certificate - other employees (per week)	8.30
Boiler Attendant's Certificate and Flash Type Generator (per week)	19.58
Boiler Attendant/Fireman - Specified Hospitals (per week)	50.23
Boiler Attendant/Fireman - Additional Duties (per week)	23.17
Ancillary Fire Safety Duties - 100 beds or more	41.62
Ancillary Fire Safety Duties - Less than 100 beds	18.66
Gardener without Certificate - in charge of 2 or more employees	33.01
Apprentice Cook 1st Year exams completed (per week)	2.46
Apprentice Cook 2nd Year exams completed (per week)	5.33
Apprentice Cook 3rd Year exams completed (per week)	7.18
Apprentice Gardener 1st Year exams completed (per week)	2.46
Apprentice Gardener 2nd Year exams completed (per week)	5.33
Apprentice Gardener 3rd Year exams completed (per week)	7.18

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/194679)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1	Arrangement
2	Definitions
3	Hours
4	Roster of Hours
5	Climatic and Isolation Allowance
6	Permanent Part-Time and Part-Time Employees
7	Board and Lodging
8	Relieving Other Members of Staff
9	Overtime
10	On Call
11	Penalty Rates for Shift Work & Weekend Work
12	Special Working Conditions
13	Excess Fares and Travelling Time
14	Meals
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19	Payment and Particulars of Salary
20	Termination of Employment
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22	Inspection of Lockers of Employees
23	Uniforms and Protective Clothing
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26	Dispute Resolution
27	Anti-Discrimination
28	Family and Community Services Leave and Personal/Carer's Leave
28A	Family Violence Leave
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32	Infectious Cleaning
33	Labour Flexibility
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36	Child Care
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40	Exemptions
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41A	Lactation Breaks
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44	Salary Sacrifice to Superannuation
45	Salary Packaging
46	Reasonable Hours
47	Induction and Orientation
48	No Extra Claims
49	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Other Rates and Allowances

PART A

2. Definitions

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

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

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

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

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

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

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

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

"Secretary" means the Secretary, NSW Health.

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

"Union" means the Health Services Union NSW.

3. Hours

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

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

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

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

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

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

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

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.

- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts.
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a technical college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 3 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (including time actually spent in travelling to and from a technical college) shall: -
 - (a) be counted as and included as part of his/her term apprenticeship; and
 - (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to him/her under this Award.

4. Roster of Hours

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Unless not reasonably practicable, the roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

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

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

- (iii) Rosters providing for shift work shall not be introduced into any hospital or health institution or section thereof until such time as the proposals are discussed with the Union by the employer.

- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the Union and the employer. Neither party shall unreasonably withhold its approval.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 3 Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

5. Climatic and Isolation Allowance

- (i) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the Union in addition to the salary to which they are otherwise entitled.

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

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the Union in addition to the salary to which they are otherwise entitled.

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

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

6. Permanent Part-Time and Part-Time Employees

Part 1 - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification (Radiographers and Radiation Therapists will be calculated on the basis of one thirty fifth).
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this sub-clause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 - Part-Time Employees

- (i) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than 30 hours in any full week of seven days, such week to be coincidental with the pay period, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof (in the case of Radiographers and Radiation Therapists the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).
- (ii) In an emergency part-time employees may be allowed to work more than 30 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (i) of this part.
- (iii) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of Clause 3, Hours, shall not apply.
- (iv) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (v) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vi) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, except where provided in sub-clauses (iv) and (v) of this part, shall not apply.
- (vii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the Public Health Organisation. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.

7. Board and Lodging

- (i) Deductions from the salary rates prescribed in the Awards to which these conditions apply shall be made for board and lodgings.
- (ii) Deductions from the rates prescribed in the Awards to which these conditions apply are authorised as follows where board and/or lodgings are supplied:
 - (a) For board - as set out in Item 3 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for breakfast and for each other meal; provided that the maximum sum that may be deducted in any one week in the case of an employee entitled to full board shall be as set out in the said Item 3.
 - (b) For lodging - as set out in Item 4 of the said Table 1 where the employee is provided with a separate bedroom and as set in the said Item 4 where the employee is required to share a bedroom.

- (iii) No deduction shall be made from the wages of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

8. Relieving Other Members of Staff

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

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

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

9. Overtime

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (iv) Subject to subclauses (v) - (ix) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of employees from recall duty.
- (vii) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.

- (viii) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

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

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

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

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

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

- (xv) Employees, other than those employees not entitled to overtime as outlined in sub-clause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
 - (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
 - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.
- (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
- (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
- (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three-month period.

10. On Call

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The employer shall advise all employees and the Union of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by his or her employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in Item 5 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in Item 6 of the said Table 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vii) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (viii) An employee rostered on call must contact the hospital or health institution immediately it becomes known that the employee shall be unavailable for rostered duty.
- (ix) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (x) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (xi) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.

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

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.

- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications working day shift; provided that part-time and permanent part-time employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

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

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

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

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

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

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

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

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

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

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

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

12. Special Working Conditions

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) An employee other than a post-mortem assistant:-
 - (a) Who is required to assist in post mortems shall be paid, in addition to his/her ordinary salary, an allowance as set out in Item 8 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each post-mortem.
 - (b) When employees, including post-mortem assistants, are required to attend police post- mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in Item 9 of the said Table 1, or the normal overtime provisions of this Award, whichever is the greater.
 - (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in Item 10 of Table 1.

- (d) Employees shall be paid an allowance as set out in Item 11 of Table 1 in respect of each police post-mortem examination performed on a partly decomposed or vermin- infested body.
- (iii) Employees shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in Item 13 of Table 1.
- (v)
 - (a) Employees shall receive an additional duties allowance per week as set out in Item 14 of Table 1 for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
 - (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Ministry of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.
 - (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in Item 16 of Table 1.
- (vi) An employee required to wear a lead apron shall be paid an allowance as set out in Item 17 of Table 1 for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Health Employees' Medical Radiation Scientists (State) Award or the Health Employees' Technical (State) Award.
- (vii) An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 18 of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees' Administrative Staff (State) Award.
- (viii) Employees engaged under the Health Employees' (State) Award and the Health Employees' Engineers' (State) Award shall be paid the amounts prescribed from time to time under clause 10, Special Rates, of the Public Health Service Employees' Skilled Trades (State) Award published 15 April 2016 (379 IG 482), as varied, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
 - (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in Item 19 of Table 1 per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
 - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in Item 20 of Table 1 per hour extra.
 - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in Item 21 of Table 1 per hour above the rate prescribed by this Award.
 - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out

the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*.

- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in Item 23 of Table 1 per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 23 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- (f)
 - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in Item 24 of Table 1 whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in Item 25 of Table 1 per hour whilst so engaged.
- (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in Item 26 of Table 1 per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 26 per hour extra.
- (h) Wet Places -
 - (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid as set out in Item 27 of Table 1 per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 27 per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in Item 28 of Table 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc. - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in Item 29 of Table 1 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in Item 30 of Table 1 per hour.
- (l) Swinging Scaffolds -
 - (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in Item 31 of Table 1 for the first four hours whilst so engaged thence as set out in the said Item 31 per hour thereafter.
 - (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in Item 32 of Table 1 per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in Item 33 of Table 1 per hour extra with a minimum payment as set out in the said Item 32 per day.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 34 of Table 1 per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in Item 35 of Table 1 per hour whilst so employed.
- (q) Toxic and Noxious Substances -
 - (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in Item 36 of Table 1 per hour extra.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in Item 37 of Table 1 per hour extra for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health.
 - (4) Employees working in close proximity to employees so engaged shall be paid as set out in Item 38 of Table 1 per hour extra.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid as set out in Item 39 of Table 1 per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees' (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.
- (s) Geriatric Allowance - Employees working or required to work in the following hospitals: Allandale and Garrawarra, shall be paid an allowance as set out in Item 40 of Table 1 per hour,

and those working or required to work at Lidcombe Hospital shall be paid as set out in Item 40 per hour in addition to all other rates payable under this Award.

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

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

Provided further that the above disability allowance shall apply to positions under the Health Employees' Engineers (State) Award where the allowance applied to such positions prior to 1 July 1989.

- (t) Mental Institution Allowance - An allowance as set out in Item 41 of Table 1 per hour in addition to all other rates payable under this Award shall be paid to those persons employed in psychiatric hospitals (formerly 5th Schedule hospitals) where the above allowance applied to the position prior to 1 July 1989.
 - (u) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in Item 42 of Table 1 per hour whilst so engaged.
 - (v) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
 - (w) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (ix) Apprentices shall be paid each week a tool allowance as set out in item 43 of Table 1.
- (a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
 - (b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.
- (x) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (xi) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xii) A sterilising certificate allowance as set out in Item 48 of Table 1 of this Award applies to employees undertaking linen sterilising duties at HealthShare NSW Linen Services as follows:
- (a) The sterilising certificate allowance will be paid to employees who:
 - (1) hold a recognised and accredited certificate; and
 - (2) perform sterilising duties at least one day per week.
 - (b) The allowance will be paid across all Linen Services.

- (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.
- (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
- (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with a HealthShare NSW state-wide program not extending beyond 12 months. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.
- (f) The allowance will be adjusted in the future in line with general salary movements for linen service employees.

13. Excess Fares and Travelling

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.

- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary, who will discuss the matter with the Union and will determine the date upon which notice will be given the employee(s).

(iv)

- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder of this subclause.
- (b) If a reliever incurs fares in excess of \$5.00* per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.00 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Crown Employee (Public Service Conditions of Employment) Award, less \$5.00.

- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the employer.
- (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

14. Meals

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

15. Public Holidays

(i)

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

Provided that, if the employee so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

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

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day and any other standard public holiday declared under Section 4 of Part 2 of the *Public Holidays Act 2010*.

- (c) Shift workers rostered off duty on a public holiday shall:

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

Provided that:

- (3) the provisions of subclauses 15(i)(c)(1) and (2) shall not apply to employees employed under the Health Managers (State) Award; and
 - (4) the provisions of subclauses 15(i)(c)(1) and (2) shall apply to day workers who were employed as at 1 July 2008.
- (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment.
- (e) Provided that an employee who has accrued additional annual leave referred to in paragraphs (a) and (c) of this subclause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (ii) In addition to those public holidays specified in paragraph (b) of sub-clause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas-New Year period or other suitable period as agreed between the employer and the Union and shall be regarded for all purposes of this clause as any other public holiday

(iii)

- (a) The provisions of subclauses (i) and (ii) of this clause shall apply to permanent part-time employees, engaged as set out in Part 1 of clause 6, Permanent Part-time and Part-time Employees, and those part-time employees engaged as set out in Part 2 of the said clause 6, who work 30 hours per week over five days per week provided that if such an employee is required to and does work on a public holiday as defined in subclauses (i) and (ii) of this clause, the

employee shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.

- (b) Subclauses (i) and (ii) of this clause shall not apply to other part-time employees engaged under Part 2 of clause 6, but each such employee who is required to and does work on a public holiday as defined in the said subclauses (i) and (ii) shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

16. Annual Leave

(i) Entitlement to Annual Leave

- (a) All employees: See *Annual Holidays Act 1944*.

- (b) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees except for those employees employed under the Health Managers (State) Award.

- (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
- (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
- (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
- (4) The calculations referred to in subparagraph (3) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
- (6) An employee, with an accrued entitlement to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (ii) On termination of employment, employees shall be entitled to payment for any untaken annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of Clause 15, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with paragraphs (a) and (b) of subclause (i) of this clause.

- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.

- (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
- (a) Employees who become entitled to take and do take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*) shall be paid ordinary salary plus either:
- (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of four weeks ordinary salary, not exceeding an amount equivalent to 17½ % of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time.
- or;
- (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (b) In respect of an employee who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subparagraph (1) of paragraph (a) of this subclause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding that maximum amount calculated for the same broken period, is to be paid to the employee in addition to ordinary salary for the period.
- (c) In respect of a shiftworker, who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and who takes that annual leave in broken periods, the entitlement to annual leave loading and maximum amount are to be calculated in the same way as indicated in paragraph (b) of this subclause for the period of annual leave being taken and compared with the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the employee in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to an employee who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken that the loading would have applied to had the annual leave not been taken wholly or partly in advance. Shiftworkers already paid ordinary time shift

allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid loading under this paragraph.

- (g) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement), except as provided for in paragraph (i) below.
- (h) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) Where an employee transfers from one hospital or health institution to another and commences work at the latter hospital or health institution on the next working day following his/her resignation from the former hospital or health institution and the employee is transferring their accrued annual leave entitlements, the employee shall be eligible for annual leave loading for that year on that annual leave that the loading applies to as if s/he had not resigned from the former hospital or health institution.
- (j) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (k) In respect of that annual leave elected to be accrued pursuant to the provisions of Clause 15, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

17. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

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

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

- (ii) For the purposes of subclause (i) of this clause:
 - (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of Section 17 of the NSW Health Policy Directive PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Broken periods of service with the employer in one or more hospitals shall count as service.
 - (c) Service shall not include -
 - (1) any period of leave without pay, except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six months, taken after the 1 January 1973;
 - (2) any period of part-time service, except as provided for in subclause (ix) of this clause.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
 - (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: unless the employee transfers his or her leave entitlement in accordance with Section 17 of the NSW Health Policy Directive PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time.

- (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

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

- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined per clause 6, Part 2, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination made under the *Health Services Act 1997*.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours, provided the part-time service merges without break with the subsequent full-time service.

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

- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at the 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
 - (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (b) An employee employed -
- (1) as a part-time employee at the 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to the 1st

January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;

- (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to the 1 January 1973, in lieu of the provisions provided by this Award where such benefits are more favourable to the employee.
- (c) Provided that full and part-time employees who were employed in a hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old Award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service; provided however, that for Radiographers and Radiation Therapists such leave shall be allowed on the basis of 70 rostered ordinary hours for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
 - (a) All periods of sickness shall be certified to by the Medical Superintendent or a person approved by the employer or by a legally qualified Medical Practitioner approved by the employer; provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employers' opinion the circumstances are such as not to warrant such requirements.
 - (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (c) An employee shall not be entitled to sick leave until after three months' continuous service.
 - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this Award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this Award.
 - (e) Employees who are employed at the date of the commencement of this Award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
 - (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) clause 17, Long Service Leave, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
 - (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence.

Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- (ii) A permanent part-time or part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.

- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be 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.

19. Payment and Particulars of Salary

- (i) Wages shall be paid weekly or fortnightly only, except for persons employed under the Health Managers (State) Award, in which case salary may be paid monthly. Any changes to payment procedures are to be the subject of consultation with the Union.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 20, Termination of Employment, of this Award, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 20, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

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

- (a) Underpayment

- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;

- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
 - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

20. Termination of Employment

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

21. Accommodation and Amenities

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

Sanitary Conveniences-

 - (a) Reasonable toilet facilities for each sex.

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

Washing and Bathing Facilities-

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

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

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

Change rooms and Lockers-

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

Dining Room-

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

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

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

22. Inspection of Lockers of Employees

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

23. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such

article replaced without payment therefor at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

- (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee, the employer may pay to such employee the sum set out in Item 45 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates: provided, however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 45 shall be paid to such employee.
 - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance set out in Item 46 of Table 1 shall be paid to such employee.
 - (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
- (ii) Each employee whose duties require him/her to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
 - (iii) Each employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

24. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit, with the use of eligibility lists in appropriate cases.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may refer the matter to a disputes committee established under clause 26, Dispute Resolution.
- (iii) Eligibility lists are intended to be used in the following manner:
 - (a) The employer may create eligibility lists for all base grade vacant positions.
 - (b) Lists to operate for six months.
 - (c) There should be three lists
 - (1) List of persons willing to perform temporary relief work at short notice;
 - (2) List for part-time positions;
 - (3) List for full-time positions;
 - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate:-
 - (1) Priority of employment guidelines;
 - (2) Merit;
 - (3) Placement or transfer of excess staff within the Public Health Organisation.
- (iv)
 - (a) Requests for transfer from permanent part-time and part-time to full-time or full-time to permanent part-time within the same classification within a Public Health Organisation should be done on the basis of merit.

- (b) Requests for transfers within a Public Health Organisation should be done on the basis of merit.

25. New Classifications

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

26. Dispute Resolution

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

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

27. Anti-Discrimination

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

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

NOTES -

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

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

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

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

A. FACS Leave

(i) FACS Leave - General

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

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

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

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

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or

- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a

medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

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

- (iv) FACS leave - entitlement

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

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

whichever method provides the greater entitlement.

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

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

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

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

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

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

(v) Additional FACS leave for bereavement purposes

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

(vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and

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

(iii) Use of other leave entitlements

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

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

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election

- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 3 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

(i) Bereavement entitlements for casual employees

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

(ii) Personal carer's entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

28a. Family Violence Leave

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

29. Union Representative

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

30. Notice Board

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

31. Blood Count

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

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

32. Infectious Cleaning

An allowance as set in Item 47 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, per shift or part thereof, is to be paid to employees who elect to and, in fact, perform cleaning duties in infectious areas where barrier nursing is being carried out. The allowance will also be payable to employees, who, in any shift, assist in the lifting and/or transporting of infectious patients.

Employees are to be given the option of working in the infectious area. In the event of employees declining to work in the infectious area, hospitals are to seek guidance from the employer.

Hospitals are to give written instructions on hygiene techniques and infection to employees who may be liable to work in infectious areas. Such instructions should be given to existing employees as soon as possible and to new employees at the point of engagement. In addition, supporting oral instructions should be given to relevant employees whenever a patient is admitted to hospital with a suspected or confirmed infectious condition and to those employees who work regularly in designated infectious areas.

The instructions given to employees should be in such a manner as to remove any fears that the employees may have, and to give them an understanding of the methods of the spread of disease.

The instructions should include the following subject matters:

- (a) Mode of transmission -
 - 1. Droplet Infection
 - 2. Faecal-oral route
 - 3. Blood
 - 4. Fomites
 - 5. Discharges - Secretions
 - 6. Urine
- (b) Disease not transmissible from person to person
- (c) Degree of communicability
- (d) Period of communicability
- (e) Personal hygiene
- (f) Protective clothing
- (g) Barrier nursing
- (h) Immunity
 - naturally acquired;
 - immunisation;

- (i) Cleaning methods which minimise spread of infection.

As it is essential that the instructions be beneficial to the employees, simple language should be used which can be easily understood by them.

33. Labour Flexibility

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

34. Teleworking

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

35. Workforce Review

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

36. Child Care

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

37. Union Subscriptions

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

38. Telephone Allowance

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

39. Removal Expenses

This Clause only applies to persons employed under the Health Managers (State) Award. Any person employed under the Health Managers (State) Award shall be entitled to a refund of the actual cost incurred by him/her in the transportation of himself/herself and his/her family and of the expenses reasonably incurred by him/her in conveying his/her furniture and effects from his/her last place of residence to the city or town in which is situated the Public Health Organisation to which he/she is appointed on the following conditions:

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

40. Exemptions

This Award shall not apply to:

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

41. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(ii) Portability of Service for Paid Maternity Leave

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

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

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

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

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

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

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

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

(v) Applications

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

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

(vi) Variation After Commencement of Leave

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

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

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

(vii) Staffing Provisions

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy

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

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

(x) Transfer to a More Suitable Position

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

(xi) Miscarriages

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

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity

leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

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

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

(xiv) Right to Return to Previous Position

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

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

(xv) Further Pregnancy While on Maternity Leave

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

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

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

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

B. Adoption Leave

(i) Eligibility

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

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

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

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

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act (NSW) 1987*.
- (ii) Portability of Service for Paid Adoption Leave
 - As per maternity leave conditions.
- (iii) Entitlement
 - (a) Paid Adoption Leave
 - Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
 - Paid adoption leave may be paid:-
 - on a normal fortnightly basis; or
 - in advance in a lump sum; or
 - at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.
 - Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
 - (b) Unpaid Adoption Leave
 - Eligible employees are entitled to unpaid adoption leave as follows:
 - where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (iv) Applications
 - Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (v) Variation after Commencement of Leave
 - After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Staffing Provisions
 - As per maternity leave conditions.
- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc.
 - As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

(iv) Applications

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

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

(v) Variation after Commencement of Leave -

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

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

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

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

E. Communication During Leave

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

NOTE:

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

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

the employee or employee's spouse is pregnant; or

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

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

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

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

41A. Lactation Breaks

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

42. Study Time

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

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider

whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

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

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

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

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

- (ii) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (see Section 6 of the NSW Policy Directive PD2014_029 Leave Matters for the NSW Health Service, as amended from time to time).
- (iii) Extent of Entitlement - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

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

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

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

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

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

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

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for

course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to sub-clause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

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

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

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

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

Let us consider, as an illustration of the principles involved, the case of employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:

← 4 hours lectures	← 8 hours field day	→	
← 4 hours paid leave	← 7 hours (max) paid leave 1 unpaid	→	
4 hours	5 hours	2 hours	1 hour
← max for week	← 5 hours (max) made up	← abandoned	→

It will be seen that the employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the employer, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.

Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the employer's convenience.

- (v) Accumulation of Study Time - Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the employer and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.

Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

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

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

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

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

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

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

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

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

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

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
- (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the employer is satisfied that the nature and progress of the research warrants further study time.
- (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.

- (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:-

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

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

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

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

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

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

43. Trade Union Leave

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Paid Special Leave - Paid special leave is available for attendance at:
 - (a) annual or bi-annual conferences of the delegate's union; and
 - (b) meetings of the union's executive/Committee of Management; or
 - (c) annual conference of Unions NSW; or
 - (d) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.
- (iv) Responsibilities of the Union Delegate - Responsibilities of the union delegate are:
 - (a) to establish accreditation as a delegate with the union;
 - (b) to provide sufficient notice of absence to the employer; and
 - (c) to lodge a formal application for special leave.

- (v) Responsibilities of the Union - Responsibilities of the union are:
 - (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
 - (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
 - (c) to provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the Employer - Responsibilities of the employer are:
 - (a) to release the accredited delegate for the duration of the conference or meeting;
 - (b) to grant special leave (with pay); and
 - (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- (vii) Period of Notice - Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

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

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

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

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

44. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries as varied from time to time, prescribed in the Awards identified in Clause 46. Area, Incidence and Duration, of this Award, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 44. Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

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

45. Salary Packaging

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

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

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

46. Reasonable Hours

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates.

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

47. Induction and Orientation

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

48. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2018 by a party to this Award.

49. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Other Rates and Allowances, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Employees' Conditions of Employment (State) Award published 29 July 2016 (380 I.G. 270) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained in the following so listed Awards, employed in the NSW Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the Country of Yancowinna.

Health Employees' (State) Award

Health Employees' General Administrative Staff (State) Award

Health Employees' Administrative Staff (State) Award

Health Employees' Technical (State) Award

Health Employees' Engineers (State) Award

Health Employees' Pharmacists (State) Award

Health Employees' Medical Radiation Scientists (State) Award

Health Employees' Computer Staff (State) Award

Health Managers (State) Award

Health Employees' Interpreters (State) Award

Public Hospital Residential Services Assistant (State) Award

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

PART B

MONETARY RATES

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description	Rate from ffppoa 01/07/2017 \$
1	5 (iii)	Climate and Isolation	4.51
2	5 (iii)	Climate and Isolation	9.01
3	7 (ii)(a)	Board & Lodging	
		- Breakfast	4.10
		- Other Meals	7.80
		- Maximum one week	125.70
4	7 (ii)(b)	Board and Lodging	
		- Separate Room	58.30
		- Shared Room	36.50
5	10 (iii)	On-Call Allowance (per 24 hours)	24.50
6	10 (iv)	On-Call Allow - rostered days off (per 24 hours)	48.30
7	11 (v)	Broken Shift (per shift)	12.10
8	12 (ii)(a)	Post-mortem (each)	11.70
		Post-mortem Assistants	
9	12 (ii)(b)	- Assist at each internal exam	104.40
		- Assist at each external exam	64.80
10	12 (ii)(c)	Excluding Post-mortem Assistants	
		- Assist at each internal exam	38.60
		- Assist at each external exam	24.10
11	12 (ii)(d)	Post-mortem partly decomposed,	
		vermin infested (each)	6.20
12	12 (iii)	Handling linen-nauseous nature (per shift)	4.50
13	12 (iv)	Sorting of incinerators, etc. (per hour)	0.40
14	12 (v)(a)	Maintenance and Supervision (per week)	12.10
15	12 (v)(b)	Offensive Work (per week)	3.40
16	12 (v)(c)	Sewerage chokages, etc. (per day)	
17	12 (vi)	Wearing of lead apron (per hour)	1.98
18	12 (vii)	Handling of money (per week)	19.60
19	12 (viii)(a)	Cold Places (per hour)	see note **
20	12 (viii)(b)	Confined spaces (per hour)	see note **
21	12 (viii)(c)	Dirty Work (per hour)	see note **
22	12 (viii)(d)	Height money (per hour)	see note **
23	12 (viii)(e)	Hot Places 46 degrees - 54 degrees (per hour)	see note **
		Over 54 degrees (per hour)	see note **
24	12(viii)(f)(1)	Insulation Material (per hour)	see note **
25	12 (viii)(f)(2)	Asbestos (per hour)	see note **
26	12 (viii)(g)	Smoke Boxes (per hour)	see note **
		Oil Fired Smoke Boxes (per hour)	see note **

27	12 (viii)(h) (1) & (2)	Wet Places - other than rain	(per hour)	see note **
		Rain	(per hour)	see note **
28	12 (viii)(l)	Mud Allowance	(per hour)	see note **
29	12 (viii)(j)	Acid Furnaces, etc.	(per hour)	see note **
30	12 (viii)(k)	Depth money	(per hour)	see note **
31	12 (viii)(l)	Bosun's Chair or swinging scaffold		
		- first four hours		see note **
		- thereafter		see note **
32	12 (viii)(m)	Spray application	(per hour)	see note **
33	12 (viii)(n)	Roof Work	(per hour)	see note **
		- minimum per day		see note **
34	12 (viii)(o)	Explosive-powered tools	(per day)	see note **
35	12 (viii)(p)	Morgues-other than P.M. Assist	(per hour)	see note **
36	12(viii)(q)(I)	Toxic, Obnoxious Substances-Epoxy		see note **
		- epoxy materials	(per hour)	see note **
37	12(viii)(q)(2)	Toxic, obnoxious substances-Air Conditioner.		see note **
		- not operating	(per hour)	see note **
38	12(viii)(q)(4)	Close proximity to above	(per hour)	see note **
39	12 (viii)(r)	Areas with Psychiatric patients	(per hour)	see note **
40	12 (viii)(s)	Geriatric Allowance		see note **
		- Allandale & Garrawarra	(per hour)	see note **
		- Lidcombe	(per hour)	see note **
41	12 (viii)(t)	Mental Institutions Allowance	(per hour)	see note **
42	12 (viii)(u)	Animal House	(per hour)	see note **
43	12 (ix)	Tool Allowance	(per week)	8.90
44	14 (iv)	Meals	(each)	29.40
45	23 (i)(c)	Uniform	(per week)	4.40
		Uniform - with cardigan & Shoes	(addit. per week)	1.67
46	23 (i)(d)	Uniform - laundering	(per week)	4.97
47	32	Infectious cleaning	(per shift)	5.70
48	12 (xii)	Sterilising Certificate	(per week)	9.00
			(per day)	1.80

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

P. KITE, Chief Commissioner.

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HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 194489 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

Arrangement

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

1. Definitions

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

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

"Ministry" means the Ministry of Health.

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

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

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

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

"Union" means Health Services Union NSW.

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

2. Conditions of Service

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

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

3. Salaries

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award, as varied or replaced from time to time.

4. Classifications

4.1 Dental Officer Level 1

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

4.2 Dental Officer Level 2

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

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

4.3 Dental Officer Level 3 - Senior Dentist

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

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

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

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

Level 4 - Clinical Stream

Level 4 dental officers are experienced dentists who are:

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

Level 4 - Management Stream

Level 4 dental officers may be appointed as:

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

4.5 Dental Officer Levels 1 - 3 Management Allowances

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

4.6 Specialists

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

4.7 Hospital Specialist

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

4.8 Senior Clinical Specialist

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

4.9 Specialist - Management Allowance

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

4.10 Area Directors of Oral Health Clinical Services

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

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

(c) Positions at this level may include operational and strategic roles but are not limited to the following:

- (i) professional responsibility with regard to strategic workforce and service development and professional practice across an AHS;
- (ii) provides professional co-ordination and leadership across an area to department heads and acts as a central point of contact for strategic consultation and liaison with Senior Executive management;
- (iii) a dual role of department head within a facility;
- (iv) required to provide an expert speciality consultancy role in their area of expertise; and
- (v) involved in the provision of training to staff within the Local Health District(s).

(d) There will be three levels of Area Director of Clinical Services reflecting the size of the Local Health District(s) and the complexity and mix of the dental facilities within it.

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

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

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

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

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

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

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

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

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

5. Transition Arrangements

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

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Dental Officers (State) Award published 26 June 2009 (368 I.G. 402) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in the *Health Services Act* 1997, or their successors, assignees or transmittes.

P. KITE, Chief Commissioner

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HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 195623 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

1. Arrangement

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

2. Definitions

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

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

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

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

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

"Ministry" means the Ministry of Health.

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

"Union" means the Health Services Union NSW.

3. Classifications

3.1 Dental Technician

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

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

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

3.2 Dental Prosthetist

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

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

4. Transition Arrangements

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

5. Previous Industry Service

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

6. Salaries and Allowances

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award.

7. Conditions of Service

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

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

8. Gradings and Classification of Officers

Nothing in clause 3-Classifications, or clause 4-Previous Industry Service, shall affect the right of the Union to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Dental Prosthetists and Dental Technicians (State) Award published 26 June 2009 (368 I.G. 409) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

P. KITE , Chief Commissioner

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HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/191815)

Before Chief Commissioner Kite

4 July 2017

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Salaries

Employees shall be paid not less than the minimum salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates.

3. Grading Committee

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

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

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

4. Conditions of Service

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

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

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

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Employees' Engineers (State) Award published 29 July (380 I.G. 324) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from ffppoa 01/07/2017 2.5% \$ per week
Engineer	
Grade 1	1,366.70
Grade 2	1,465.30
Grade 3	1,562.70
Grade 4	1,660.90
Grade 5	1,807.60

Grade 6	1,954.20
Grade 7	2,271.00
Assistant Engineer	
Grade 1	1,366.70
Grade 2	1,465.30
Grade 3	1,562.70
Grade 4	1,660.90
Grade 5	1,807.60
Grade 6	1,954.20
Maintenance Supervisor (Tradesman)	
Grade 1	1224.40
Grade 2	1318.70

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS
(STATE) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/192008)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

Clause No. Subject Matter

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

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

PART A

1. Definitions

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

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

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

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

"Union" means the Health Services Union NSW.

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

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

MRS (Diagnostic Radiographer) Qualifications:

Bachelor of Medical Radiation Science (Diagnostic Radiography).

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

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

Accreditation by the AIR. From 1 July 2012, must hold registration with the MRPB.

LEVEL 1

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

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

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

LEVEL 2 (Years 1 - 5)

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

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

The MRS (Diagnostic Radiographer) at this level:

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

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.

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

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

LEVEL 3

Grade 1 (Years 1 - 2: Specialist MRS)

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

A MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years experience post accreditation or registration (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers (Level 4 or

above), and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) or their representative will assess the application.

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

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

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

Education

Applied Computer Science (including PACS)

Paediatrics

Clinical Supervisor

QA

Radiation Safety & Assessment

CT

Angiography

Intra-operative interventional techniques

MRI

Ultrasound

Mammography/Breast Imaging

General/Trauma Radiography

Dental Imaging

Software development and application.

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

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

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

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

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

Contribute to Quality Assurance activities.

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

OR

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

LEVEL 3

Grade 2 (Years 1 - 2: Consultant MRS)

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

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

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

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

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

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

LEVEL 3

Grade 3

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

LEVEL 4

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

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

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

OR

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

OR

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

OR

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

LEVEL 4

Grade 2

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

OR

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

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

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

OR

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

OR

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

OR

At this level the MRS (Diagnostic Radiographer) will have the duties and responsibilities of an MRS Section Manager (Level 4 Grade 1) but possess a post graduate diploma or Master's degree in an area of relevance to their position. The post graduate diploma/Master's degree will have been completed after a minimum four years clinical experience. Such a position is to receive accelerated progression to Level 4, Grade 2, Year 2.

LEVEL 5

Grade 1

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

OR

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

OR

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

OR

Has completed a PhD in a relevant area of specialisation.

LEVEL 5

Grade 2

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

OR

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

LEVEL 5

Grade 3

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

OR

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

LEVEL 6

Grade 1

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

LEVEL 6

Grade 2

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

LEVEL 6

Grade 3

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

NB: FTEs refer to establishment radiographer positions only.

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

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

LEVEL 1 - PDY MRS (Nuclear Medicine)

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

The MRS (Nuclear Medicine) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, workplace safety, Radiation Safety, Work Health and Safety, and Manual Handling.

Progression from Level 1 to Level 2 is upon completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (Nuclear Medicine) PDY must also have been granted accreditation with the ANZSNM. From 1 July 2012, the MRS (Nuclear Medicine) PDY must have been granted provisional registration by the MRPB.

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

LEVEL 2 (Years 1 - 5)

The MRS (Nuclear Medicine) at this level have completed at least one year full-time employment or equivalent in an ANZSNM approved Department and obtained their accreditation. From 1 July 2012 the MRS (Nuclear Medicine) must hold registration with the MRPB.

The MRS (Nuclear Medicine) at this level:

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

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

Is expected to provide a high level of patient care and continue to develop their knowledge regarding work place safety issues (e.g. Manual Handling, WHS).

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

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

LEVEL 3

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

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

Essential Criteria

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

OR

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

OR

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

Desirable Criteria

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

Published papers, presentations or preparation of significant reports.

Active involvement in workplace in-services.

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

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

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

Involved in department quality management activities, including protocols and procedures

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

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

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

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

LEVEL 3

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

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

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

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

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

OR

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

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

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

LEVEL 3

Grade 3

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

LEVEL 4

Grade 1 (Year 1-2: Section Manager)

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

OR

Research Co-ordinator MRS

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

LEVEL 4

Grade 2 (Year 1-2: Section Manager)

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

AND

The MRS at this level must have obtained an appropriate postgraduate diploma or above allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to)

ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

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

LEVEL 5

Grade 1 (Deputy Chief MRS)

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

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

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

LEVEL 5

Grade 2 (Deputy Chief MRS)

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

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

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

LEVEL 5

Grade 3 (Deputy Chief MRS)

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

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

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

LEVEL 6

Grade 1 (Chief MRS (Nuclear Medicine))

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

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

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

OR

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

LEVEL 6

Grade 2 (Chief MRS (Nuclear Medicine))

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

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

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

AND

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

LEVEL 6

Grade 3

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

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

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

AND

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

"MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

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

LEVEL 1

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

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

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

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

LEVEL 2 (Years 1 - 5)

Radiation Therapists at this level have completed the requirements for the PDY and progression from Level 1. Radiation Therapists at Level 2 and above shall have a high level of patient care and understanding towards the patient; involvement in OHS&R and Quality Assurance matters; and work in an environment where there are multi-disciplinary teams.

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

The MRS at this level:

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

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.

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

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

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

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

LEVEL 3

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

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

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

Treatment planning and delivery:

CNS

Multi-field junctional techniques (3 fields or more)

Mono isocentric techniques

Conformal therapy

Brachytherapy (both treatment and planning)

Radiosurgery/stereotactic

Intensity Modulated Radiation Therapy

Paediatric radiation therapy

Complex radiation therapy techniques related to specific trials and protocols

3-Dimensional Treatment Planning

Technique development

Complex mould-room procedures

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

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

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

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

Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and
Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

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

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

LEVEL 3

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

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

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

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

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

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

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

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

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

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

LEVEL 4

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

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

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

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

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

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

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

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

LEVEL 4

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

A Radiation Therapist at this level would manage an area of a Radiation Therapy Department, such as treatment planning or treatment delivery, WHS and or radiation safety legislation and Equip co-ordinators. The Radiation Therapist at this level would be expected to maintain expertise in radiation therapy planning, simulation and treatment delivery.

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

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

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

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

LEVEL 5 (Years 1 - 3)

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

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

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

LEVEL 6 (Years 1 - 3)

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

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

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

2. Salaries

Employees shall be paid not less than the following minimum salaries as set out in Table 1- Salaries and Allowances, of Part B, Monetary Rates.

3. Conditions of Service

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

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

4. Dispute Resolution

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

5. Anti-Discrimination

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

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

NOTES -

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

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

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries and Allowances, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Employees' Medical Radiation Scientists (State) Award published 29 July 2016 (380 I.G. 336) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

Radiographers	Nuclear Medicine	Radiation Therapists	Rate from ffppoa 01/07/2017 2.5% \$ per week
Level One			
Year 1	Year 1	Year 1	1,172.60
Level Two			
Year 1	Year 1	Year 1	1,216.40
Year 2	Year 2	Year 2	1,379.80
Year 3	Year 3	Year 3	1,569.10
Year 4	Year 4	Year 4	1,645.40
Year 5	Year 5	Year 5	1,698.50
Level Three			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	1,827.10
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	1,888.10
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	1,940.70
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,153.30
Grade 3 - Year 1	Grade 3 - Year 1	--	2,213.20
Level Four			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	2,213.20
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	2,288.30
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	2,357.90
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,417.20
Level Five			
Grade 1	Grade 1	Year 1	2,589.70
Grade 2	Grade 2	Year 2	2,654.30
Grade 3	Grade 3	Year 3	2,790.70
Level Six			
Grade 1	Grade 1	Year 1	2,858.40
Grade 2	Grade 2	Year 2	2,925.20
Grade 3	Grade 3	Year 3	2,992.70
Allowance			
Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:			
Chief Radiographer-Serving other hospitals			52.60

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**HEALTH EMPLOYEES' ORAL HEALTH THERAPISTS (STATE)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/195617)

Before Chief Commissioner Kite

4 July 2017

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	No Extra Claims
9.	Area, Incidence and Duration

2. Definitions

"Dental Clinic" means any dental clinic whether fixed or mobile or any Oral Health Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the Dental Board of Australia.

"Dental Hygienist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the Dental Board of Australia.

"Ministry" means the Ministry of Health.

"Oral Health Therapist" means a person appointed as such and who holds the relevant registration from the Dental Board of Australia as an oral health therapist or both the registrations of dental therapist and dental hygienist.

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

"Union" means the Health Services Union NSW.

3. Classification Structure

3.1 Level 1

- (a) Oral Health therapists who hold an approved qualification requiring less than three years of full time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring three years of full time study shall commence on the level 1, year 2 salary.
- (c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring four years or more full time study shall commence on the level 1, year 3 salary.
- (d) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (e) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (f) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.
- (g) Level 1 staff participate in quality activities and workplace education.
- (h) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

3.2 Level 2

- (a) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (c) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (f) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

- (h) Sole Practitioner Allowance
- (i) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:
 - are the only oral health practitioner at the site; and
 - are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or
 - undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.
- (j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

3.3 Levels 3 and 4

- (a) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (b) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (c) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (d) Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (e) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (f) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (g) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (h) Level 3 and 4 staff may be required to manage specific tasks or projects. Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:
- (i) Senior Clinician

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

Oral health therapists at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

(j) Senior Clinician Level 3

Level 3 Senior Clinicians are oral health therapists who, in addition to performing the full range of activities permitted under the relevant scope of practice, are recognized as having high levels of knowledge and clinical expertise in several areas of their scope of practice.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility.

(k) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may have the following roles:

A Level 4 Senior Clinician's expert level of knowledge and clinical practice in several areas of the scope of practice is such that they provide a consultancy service in these areas across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's high level knowledge and clinical expertise across all areas of the relevant scope of practice is such that they provide a consultancy service within their discipline across an Area, geographic region or clinical network. A "generalist" Level 4 Senior Clinician would usually work in a rural or regional area.

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

(m) Student Educator - (Level 4)

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

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

The student educator may also have a clinical load.

4. Transition Arrangements

Single registered therapists and hygienists will have limited transition to the new oral health therapists scale, until the full oral health therapist qualifications are obtained. This is due to the broader scope of work of the oral health therapist over the existing classifications.

The transition will be:

Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of Level 2 Year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.

Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of Level 2 Year 4.

Existing Community Dental Health Programs Officers move to Level 3 of the new oral health therapist scale based on years of service.

New positions of Level 3 or Level 4 will be advertised based upon the broader scope of work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

There will be no new appointments to the classification of Community Dental Health Programs Officer or Dental Therapist Tutor. Any new appointments to the classifications of single registered dental therapist or dental hygienist will be employed against the new oral health therapist scale with the limited progression entitlements as prescribed in the transition arrangements for current employees.

5. Anti-Discrimination

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

NOTES -

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

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

6. Salaries

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award, as varied or replaced from time to time.

7. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Oral Health Therapists (State) Award published 29 July 2016 (380 IG 336) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/191756)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

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

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital, St Vincents (Darlinghurst), Royal North Shore, St George and Concord.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

"Group 2 Hospitals" - Newcastle Mater Misericordiae, New Children's Hospital (Westmead), Liverpool, Nepean, Wollongong Hospitals, Blacktown/Mt Druitt, Bankstown/Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" - Coffs Harbour, Wagga Wagga Base, Sutherland, Tamworth Base Hospital, Rozelle, Canterbury, Lismore, Ryde, Hornsby, Fairfield, Dubbo Base.

"Group 4 Hospitals" - Manly, Auburn, Balmain, Sydney, Royal Newcastle, Albury, Wyong, Blue Mountains/Katoomba, Griffith Base, Orange, Bathurst Base, Shellharbour, Shoalhaven, Gladesville/Macquarie, Armidale, Tweed Heads/Murwillumbah,

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

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

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

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

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Competency Criteria

Essential:

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

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

Other:

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

3. Salaries

Employees shall be paid not less than the minimum salaries as set out in Table 1 - Salaries, of Part B - Monetary Rates.

4. Conditions of Employment

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

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

NOTES -

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

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

7. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Employees' Pharmacists (State) Award published 29 July 2016 (380 I.G. 355) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B
MONETARY RATES

Table 1 - Salaries

Classifications	Rate from Ffppoa 01/07/2017 2.5% per week \$
Graduate Pharmacist Unregistered	1,216.40
Grade 1	
1st year	1,291.40
2nd year	1,379.80
3rd year	1,475.00
4th year	1,645.40
5th year	1,698.50
Grade 2	
1st year	1,827.10
2nd year	1,888.10
3rd year	1,940.70
Grade 3	
Senior Pharmacist	
Director of Pharmacy-Group 5 Hospital	
Deputy Director of Pharmacy-Group 3 Hospital	
1st year	2,153.30
2nd year	2,213.20
Grade 4	
Director of Pharmacy - Group 4 Hospital	
Deputy Director of Pharmacy - Group 2 Hospital	
1st year	2,213.20
2nd year	2,288.30
Grade 5	
Director of Pharmacy - Group 3 Hospital	
Deputy Director of Pharmacy - Group 1 Hospital	
1st year	2,357.90
2nd year	2,417.20
Grade 6	
Director of Pharmacy - Group 2 Hospital	
1st year	2,589.70
2nd year	2,654.30
Grade 7	
Director of Pharmacy - Group 1 Hospital	
Group A - 1st year	2,790.70
Group A - 2nd year	2,858.40
Group B - 1st year	2,925.20
Group B - 2nd year	2,992.70
Fellowship Allowance	41.50

P. Kite, Chief Commissioner.

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/191950)

Before Chief Commissioner Kite

4 July 2017

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

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

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

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

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

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

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

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

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

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

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

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

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

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

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

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

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

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

"Union" means the Health Services Union NSW.

2. Salaries

Employees shall be paid not less than the following minimum salaries as set out in Table 1- Salaries of Part B - Monetary Rates.

3. Exemptions

This Award shall not apply to:

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

4. Conditions of Service

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

NOTES -

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

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

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

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Employees' Technical (State) Award published 29 July (380 I.G. 360) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Monetary Rates

Classification	Rate from ffppoa 01/07/2017 2.5% \$ per week
Electronics Technician	
1st year of service	1,349.70
2nd year of service	1,396.70
3rd year of service	1,443.80
4th year of service	1,534.70
Sole Electronics Technician	1,609.60
Senior Electronics Technician	
1st year of service	1,635.70
2nd year of service	1,661.60
Perfusionist - Grade 1	
1st year	1,645.40
2nd year	1,698.50
Perfusionist - Grade 2	
1st year	1,827.10
2nd year	1,888.10
3rd year	1,940.70
4th year	2,153.30
5th year	2,213.20
6th year	2,288.30
7th year	2,357.90

8th year	2,417.20
Perfusionist - Grade 3	
1st year	2,589.70
2nd year	2,654.30
Perfusionist - Grade 4	
1st year	2,725.80
2nd year	2,790.70
Trainee Visual Aids Officer	
1st year of training	596.30
2nd year of training	670.70
3rd year of training	733.10
4th year of training	803.60
5th year of training	883.40
Trainee Technical Officer	
1st year of training	592.70
2nd year of training	664.00
3rd year of training	751.00
4th year of training	827.00
Technical Officer - Grade 1	
1st year	1,046.90
2nd year	1,072.20
3rd year	1,096.30
4th year	1,122.50
5th year	1,146.80
6th year	1,190.20
7th year	1,228.80
8th year	1,262.90
Technical Officer - Grade 2	
1st year	1,349.70
2nd year	1,396.60
3rd year	1,443.80
4th year	1,534.70
Senior Technical Officer	
1st year	1,609.60
2nd year	1,635.70
3rd year and Thereafter	1,661.60
Dialysis Technician	
1st year	1,254.30
Thereafter	1,292.60
Senior Dialysis Technician	
Grade 1 (Sole Technician)	1,332.40
Grade 2	1,377.80
Visual Aids Officer - General Scale	
1st year	988.60
2nd year	1,040.20
3rd year	1,092.80
4th year	1,117.40
5th year	1,143.80
Visual Aids Officer - Grade 1	
Medical Artists, RPA, RNSH (I/C Westmead) (2-I/C POW)	1,254.70
Visual Aids Officer - Grade 2	
Sole Medical Photographer (St. George & Gosford)	1,307.10
Visual Aids Officer - Grade 3	
Chief Medical Photographer - specific hospitals	1,458.60
Visual Aids Officer - Grade 4	
Co-ordinator, Audio Visual Services - Royal North Shore Hospital	1,513.80

Director of Audio Visual Services	
Royal Prince Alfred and Westmead	1,761.90

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

HEALTH MANAGERS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 191853 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Classification Levels

PART A

1. Definitions

For the purpose of this Award -

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

"Employer" means the Secretary of the Ministry of Health exercising the employer function on behalf of the New South Wales Government (and includes a delegate of the Secretary).

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act and the Public Health System Support Division of the NSW Health Service.

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

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

"Union" means the Health Services Union NSW.

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

2. Salary Bands

- (i) Employees shall be paid not less than the minimum salaries shown in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.
- (iii) If a global salary movement to classifications covered by this Award causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

3. Classification Levels

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

4. Conditions of Service

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

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

5. Dispute Resolution

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

6. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Managers (State) Award published 29 July 2016 (380 I.G. 366) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification		Rate from ffppoa 01/07/2017 2.5% \$ per annum
Level 1	From	70,820
	To	95,267
Level 2	From	93,099
	To	110,422
Level 3	From	108,255
	To	123,411
Level 4	From	121,246
	To	145,063

Level 5	From	142,897
	To	160,221
Level 6	From	156,827
	To	171,577

Table 2 - Classification Levels

Level	Title	Description of Work	Skills and Attributes
One	Health Manager	<p>Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or</p> <p>Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or</p> <p>Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</p> <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System's priorities are met.</p> <p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.</p> <p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.</p>	<p>Management:</p> <p>Understanding and commitment to the Health Systems priorities;</p> <p>Capacity to direct all operational facets based on strategic and business plans;</p> <p>Ability to ensure budget targets are met.</p> <p>Capacity to undertake performance appraisal of staff and ability to develop performance measures.</p> <p>Effective communication and interpersonal skills.</p> <p>Support:</p> <p>Assist with the development and implementation of policies, procedures, standards and practices.</p> <p>Able to meet pre-determined targets and deadlines.</p> <p>Ability to be flexible and adapt work practices to suit circumstances.</p>

Two	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <p>Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or</p> <p>Responsible for providing support services for the management of large hospitals which include multiple services and sites; or</p> <p>Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services.</p> <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met.</p> <p>Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management: High level of leadership; communication and Interpersonal skills.</p> <p>Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.</p> <p>Proven negotiation and delegation skills.</p> <p>Ability to motivate and co-ordinate staff.</p> <p>Support:</p> <p>Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers. Capacity to design strategic and business objectives.</p> <p>Ability to develop performance measures.</p>
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Three	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <p>Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Health Services.</p> <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p>Management:</p> <p>Excellent leadership, communication and Interpersonal skills.</p> <p>Highly developed and effective management skills.</p> <p>Ability to develop, monitor and reach predicted outcomes to strategic and business plans.</p> <p>Highly developed and effective negotiation and delegation skills.</p> <p>Proven capacity to manage multi-disciplinary groups.</p> <p>Support:</p> <p>Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.</p> <p>Highly developed negotiation and delegations skills.</p>
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Four	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <p>Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or</p> <p>Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services.</p> <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <p>System-wide view of health care provision and management to improve health outcomes for customers.</p> <p>Excellent strategic planning and policy development skills.</p> <p>Proven management expertise at a senior level.</p> <p>Competent to make complex judgements and take initiatives through delegated responsibilities.</p>
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HEALTH MANAGER LEVEL 5

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

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

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the area executive

Budget management and responsibility for significant budget amount; or

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

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

(b) Judgement & Problem-Solving

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

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

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

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

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

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

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

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

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

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

Applies intellectual rigour to all aspects of their work

- (d) Personal & Interpersonal Skills
 - Provide specialist advice
 - Lead persuade, motivate and negotiate at senior levels
 - Ability to deal with people at all levels
 - Communicate and liaise effectively at all levels within the organisation
 - Spokesperson for area of responsibility (media, public)
 - Effective community liaison and communication
 - Effectively self-manages
 - Innovative & lateral thinker
 - Flexible & responsive
 - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
 - Articulates and promotes the organisation's vision and goals
 - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
 - Provides effective role-modelling
 - Celebrates achievements and encourages innovation
- (e) Outcomes & Performance
 - Formal personal agreement with CEO, Deputy CEO or Service Director/General Manager (KRAs)
 - Significant impact on service/hospital achievements and targets
 - Formal performance agreements with direct reports
 - Achievement of best practice
 - Monitoring and compliance with all professional standards
 - Responsible for health service(s)-wide service delivery

HEALTH MANAGER LEVEL 6

Grading Characteristics, Skills and Attributes

- (a) Authority & Accountability
 - Able to make decisions assessing the 'measured risk'
 - Scope to use resources to reallocate resources to meet changing business needs prioritisation
 - Exercise judgement - in broad context
 - Accountable for policy and delivery of programs

Authorised to commit Health Service to course of action

Develop long-term strategies

Report directly to CEO or Deputy CEO, or Director Health Service Operations

Budget management and responsibility for a very significant and complex budget, or

Responsibility for a complex inter/intra area health service unit

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

Statutory Requirements

(b) Judgement & Problem-Solving

Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)

Manage the resolution of unusual and complex systemic problems

Define business and strategic plans based upon current and future directions

Develop ideas and define action plans and courses of action

Resolve problems in a challenging and dynamic environment

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

Demonstrated ability to anticipate and solve problems using innovative and creative solutions

High level of technical expertise

Highly regarded as an authority and provider of sound advice

High level independent decision-making

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

Actively develops strategic partnerships

(c) Leadership & Management

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

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

Actively monitors progress towards achievement of the strategic vision

Achieve objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage complex organisational change on an inter/intra health service(s)-wide basis

Build appropriate organisation values and culture

Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies

Ability to sell and successfully implement difficult decisions

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide expert advice

Lead, persuade, motivate, negotiate at senior levels

Ability to deal with people at all levels

Spokesperson for area of responsibility (media, public)

Effective communication and community liaison

Effectively self-manages

Innovative and lateral thinker

Flexible and responsive

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

Articulates and promotes the organisation's vision and goals

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

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal performance agreement with the CEO (KRAs)

Achievement of overall organisation targets; budget / service delivery / quality programs

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsibility for Health Service(s)-wide and intra Health Service service delivery

P. KITE, Chief Commissioner

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 194577 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1- Salaries and Allowances

PART C - LIST OF AWARDS

PART A

1. Definitions

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

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

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

Where:

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

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

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

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

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

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

2. Salaries

Employees shall be paid not less than as set out in Table 1 of Part B, Monetary Rates.

3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 7. Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

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

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

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

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

4. Conditions of Service

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

5. Dispute Resolution

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

6. Salary Packaging

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

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

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

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wages rates as outlined in Table 1 – Salaries and Allowances, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (ii) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award published 29 July 2016 (380 I.G. 378) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B

MONETARY RATES

Table 1 – Salaries and Allowances

Classification	Rate from 1.7.2017 2.5% \$
ABORIGINAL HEALTH CO-ORDINATOR	
1st year	No longer used
2nd year	No longer used
3rd year	No longer used
4th year	No longer used
ABORIGINAL HEALTH EDUCATION OFFICERS	
Non-Graduate	
1st year	No longer used
2nd year	No longer used
3rd year	No longer used
4th year	No longer used
5th year	No longer used
6th year	No longer used
7th year	No longer used
8th year	No longer used
9th year	No longer used
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER	
Non-Graduate	
1st year	No longer used
2nd year	No longer used
REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER	
Grade 1	No longer used
Grade 2	No longer used
Grade 3	No longer used
ABORIGINAL HEALTH WORKER	
1st year	51,608
2nd year	54,656
3rd year	57,654
4th year	60,724
5th year	63,608
6th year	66,628
7th year	69,585
8th year	72,977
9th year	76,009

SENIOR ABORIGINAL HEALTH WORKER		
1st year		78,996
2nd year		82,060
PRINCIPAL ABORIGINAL HEALTH WORKER		
1st year		84,374
2nd year		88,019
ABORIGINAL HEALTH PRACTITIONER		
1st year		57,654
2nd year		60,724
3rd year		63,608
4th year		66,628
5th year		69,617
6th year		72,977
7th year		76,009
ABORIGINAL HEALTH EDUCATION OFFICER GRADUATE **This classification and rates are applicable on to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.		
1st year	(per week)	1,139.20
2nd year	(per week)	1,194.40
3rd year	(per week)	1,269.00
4th year	(per week)	1,339.90
5th year	(per week)	1,418.80
6th year	(per week)	1,492.20
7th year	(per week)	1,555.20
8th year	(per week)	1,617.00
9th year	(per week)	1,686.80
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:		
10th year	(per week)	1771.80
11th year	(per week)	1857.00
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER GRADUATE **This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date		
1st year	(per week)	1,856.50
2nd year	(per week)	1,933.40
3rd year	(per week)	2,010.60
ANALYST, CHEMIST, MICROBIOLOGIST, & SCIENTIFIC OFFICER (Transferred Staff of Division of Analytical Laboratories)		
Grade 1		
1st year		61,478
2nd year		63,901
3rd year		67,464
4th year		72,312
5th year		77,436
6th year		82,027
Grade 2		
1st year		86,042
2nd year		88,595
3rd year		91,296
4th year		94,961
Grade 3		
1st year		98,920
2nd year		102,062
3rd year		104,096
Grade 4		

1st year	109,163
2nd year	112,472
3rd year	114,702
Grade 5	
1st year	119,201
2nd year	122,773
PART-TIME GRADUATE ANALYST	
(per hour)	40.60
BIOMEDICAL ENGINEERS	
Grade 1	
1st year of service	63,440
2nd year of service	67,300
3rd year of service	71,940
4th year of service	76,879
5th year of service and thereafter	81,850
Grade 2	
1st year of service	86,926
2nd year of service	89,730
3rd year of service	92,541
4th year of service and thereafter	95,336
Grade 3	
1st year of service	100,653
2nd year of service	103,951
3rd year of service	107,269
4th year of service and thereafter	111,032
Grade 4	
1st year of service	115,975
2nd year of service	119,359
3rd year of service and thereafter	122,715
Grade 5	
1st year of service	127,804
2nd year of service and thereafter	130,206
Grade 6	
1st year of service	132,632
2nd year of service and thereafter	135,084
CAREER MEDICAL OFFICERS	
Grade 1	
Year 1	121,393
Year 2	130,763
Year 3	136,488
Year 4	141,096
Year 5	146,668
Grade 2	
Year 1	152,309
Year 2	157,043
Year 3	166,249
Year 4	180,876
Senior	
Year 1	194,758
Thereafter	209,021
Transitional Grades - only applicable to eligible employees employed on 20.4.2005	
Grade 1	166,249
Grade 2	180,876
Grade 3	194,758

CLERK OF WORKS		82,147
CO-ORDINATORS		
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle		80,737
Group 3 - Moree, Tweed Heads, SW Zone		
- Zone 1, 2 and 5; Grafton, Armidale, Port Macquarie		
		86,632
Group 5 - Tamworth		94,700
Group 6 - Dubbo		98,560
ALLOWANCES-CO-ORDINATORS		
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87.		
Future occupants, other than those in AHS, receive the salary for the positions listed above		
Team Leaders Allowance		
In-charge 5 - 10 staff	(per week)	42.10
In-charge 11 - 25 staff	(per week)	70.20
In-charge 26 - 40 staff	(per week)	98.50
In-charge of more than 40 staff	(per week)	112.60
Area Co-ordinator's Allowance	(per week)	155.00
DRUG & ALCOHOL COUNSELLORS		
NON-GRADUATES		
Grade 1		
1st year		51,584
2nd year		54,648
3rd year		57,647
4th year		60,690
5th year		63,580
Grade 2		
1st year		66,618
2nd year		69,585
ALLOWANCES - DRUG AND ALCOHOL COUNSELLORS - NON-GRADUATE		
Drug and Alcohol Counsellor-2 years on maximum (per week)		61.00
DENTAL ASSISTANTS		
Grade 1		
1st year		54,623
2nd year		55,946
3rd year		57,198
4th year		58,569
Grade 2		
1st year		59,843
2nd year		62,109
3rd year		64,117
4th year		65,891
Grade 3		
1st year		72,355
2nd year		75,008
Supervision Allowance		
2-5 staff year	(per week)	33.10
6-10 staff year	(per week)	46.80
11-15 staff year	(per week)	59.70
16-19 staff year	(per week)	72.90
DENTAL OFFICERS		
Level 1		
1st year		87,134
2nd year		100,395
3rd year		107,023

4th year		113,649
Level 2		
1st year		120,280
2nd year		126,909
Level 3		
1st year		134,136
2nd year		138,171
3rd year		140,770
Level 4		
1st year		160,717
2nd year		165,344
Dental Officer Management Allowance		
Level 1	(per annum)	6,638
Level 2	(per annum)	13,404
Area Director Oral Health Clinical Services		
Level 1	(per annum)	176,620
Level 2	(per annum)	194,282
Level 3	(per annum)	223,806
DENTAL SPECIALISTS		
1st year of service		151,854
2nd year of service		157,724
3rd year of service		163,556
4th year of service		169,727
5th year of service		175,902
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C		
Senior Clinical Specialist		184,492
Dental Specialist Management Allowance	(per annum)	9,956.00
DENTAL TECHNICIANS		
Trainee		
Stage 1 - (first 6 months)		38,680
Stage 2 - (6 months to 1 year)		39,994
Stage 3 - (1 year to 18 months)		44,199
Stage 4 - (18 months to 2 years)		45,835
Level 1		
1st year		59,843
2nd year		62,109
3rd year		64,117
4th year		65,891
5th year		70,433
Level 2		
1st year		70,433
2nd year		72,885
Level 3		
1st year		75,328
2nd year		80,086
Level 4		
1st year		83,981
2nd year		85,345
Level 5		
1st year		93,838
2nd year		98,220
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)		
1st year		91,681
2nd year		94,969

ORAL HEALTH THERAPISTS	
Level 1	
1st year	61,173
2nd year	63,476
3rd year	67,388
4th year	72,018
Level 2	
1st year	76,987
2nd year	81,871
3rd year	85,855
4th year	88,627
Level 3	
1st year	95,325
2nd year	98,516
Level 4	
1st year	103,440
2nd year	106,026
Sole Practitioner Allowance (Oral Health Therapist) (per annum)	6,698
DENTAL PROTHETISTS	
Level 1	
1st year	75,328
2nd year	80,086
Level 2	
1st year	83,981
2nd year	85,345
Level 3	
1st year	93,838
2nd year	98,220
Director of Animal Care - Westmead	118,051
ENVIRONMENTAL HEALTH OFFICERS	
1st year	59,456
2nd year	62,313
3rd year	66,179
4th year	69,904
5th year	74,028
6th year	77,861
7th year	81,116
8th year	84,360
9th year	88,024
10th year - Performance Barrier	92,455
11th year - Performance Barrier	96,881
In order to progress to Year 10 of the scale, an Environmental Health Officer must have:	
(i) completed 12 months service at the salary prescribed on the maximum of the scale; and	
(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.	
After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.	
SENIOR ENVIRONMENTAL HEALTH OFFICERS	
1st year	100,876
2nd year	104,911
TRAINEE ENVIRONMENTAL HEALTH OFFICER	
1st year	48,658
2nd year	50,449

3rd year	52,256
4th year	54,051
TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS	
Environmental Health Officer - 35 hours per week	
- 11th year - Performance Barrier	96,881
Senior Environmental Health Officer-35 hours per week	
1st year	100,876
2nd year	104,911
HEALTH EDUCATION OFFICERS	
HEALTH EDUCATION OFFICER - NON-GRADUATE	
1st year of service	51,584
2nd year of service	54,645
3rd year of service	57,646
4th year of service	60,690
5th year of service	63,579
6th year of service	66,610
7th year of service	69,583
8th year of service	72,970
9th year of service & thereafter	76,012
HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	59,456
2nd year of service	62,313
3rd year of service	66,179
4th year of service	69,904
5th year of service	74,028
6th year of service	77,861
7th year of service	81,116
8th year of service	84,360
9th year of service & thereafter	88,024
A Graduate Health Education Officer who:-	
(i) has completed 12 months service at the salary prescribed on the maximum of the scale;	
(ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
On Maximum for 12 months	92,455
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.	
On Maximum for further 12 months	96,895
PART-TIME HEALTH EDUCATION OFFICER	
Graduate (per hour)	44.48
Non-Graduate (per hour)	38.34
SENIOR HEALTH EDUCATION OFFICER-NON-GRADUATE	
1st year of service	79,005
2nd year of service	82,108
SENIOR HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	96,881
2nd year of service	100,876
3rd year of service	104,911
Part-time Ethnic Health Worker (per hour)	38.34
Part-time Ethnic Day Care Co-ordinator (per hour)	38.76
TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86	
Health Education Officer - Non-Graduate	
1st year of service	51,584
2nd year of service	54,645
3rd year of service	57,646
4th year of service	60,690
5th year of service	63,579

6th year of service		66,610
7th year of service		69,583
8th year of service		72,970
9th year of service & thereafter		76,012
Health Education Officer - Graduate		
9th year of service		88,024
On Maximum 12 months		92,455
On maximum further 12 months		96,895
Senior Health Education Officer-Non-Graduate		
2nd year		82,108
Senior Health Education Officer-Graduate		
3rd year		104,911
HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS		
CHIEF HOSPITAL SCIENTIST		
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:		
Less than 200 ADA.		
1st year		2,153.30
2nd year		2,213.20
3rd year and thereafter		2,288.30
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:		
Over 200 ADA.		
1st year	(per week)	2,288.30
2nd year	(per week)	2,357.90
3rd year and thereafter	(per week)	2,417.20
FELLOWSHIP of A.I.M.T. ALLOWANCE (per week)		
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:		58.80
SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)		
1st year	(per week)	1,827.10
2nd year	(per week)	1,888.10
3rd year and thereafter	(per week)	1,940.70
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)		
1st year	(per week)	1,172.60
2nd year	(per week)	1,216.40
3rd year	(per week)	1,291.40
4th year	(per week)	1,379.80
5th year	(per week)	1,475.00
6th year	(per week)	1,569.10
7th year	(per week)	1,645.40
8th year	(per week)	1,698.50
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL		
1st year	(per week)	1,172.60
2nd year	(per week)	1,216.40
3rd year	(per week)	1,291.40
4th year	(per week)	1,379.80
5th year	(per week)	1,475.00
6th year	(per week)	1,569.10
7th year	(per week)	1,645.40
8th year	(per week)	1,698.50
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)		
1st year	(per week)	1,172.60
2nd year	(per week)	1,216.40
3rd year	(per week)	1,291.40
4th year	(per week)	1,379.80
5th year	(per week)	1,475.00

6th year	(per week)	1,569.10
7th year	(per week)	1,645.40
8th year & thereafter	(per week)	1,698.50
SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer)		
1st year	(per week)	1,827.10
2nd year	(per week)	1,888.10
3rd year	(per week)	1,940.70
4th year	(per week)	2,153.30
5th year	(per week)	2,213.20
6th year	(per week)	2,288.30
7th year	(per week)	2,357.90
8th year & thereafter	(per week)	2,417.20
ALLOWANCES		
Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.		
Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:		
SENIOR/PRINCIPAL H.S.MASTER OF SCIENCE	(per week)	62.60
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)		
1st year	(per week)	2,589.70
2nd year	(per week)	2,654.30
3rd year	(per week)	2,725.80
4th year	(per week)	2,790.70
5th year	(per week)	2,858.40
6th year	(per week)	2,925.20
7th year	(per week)	2,992.70
8th year	(per week)	3,061.20
9th year	(per week)	3,127.60
10th year & thereafter	(per week)	3,196.80
Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.		
TRAINEE HOSPITAL SCIENTIST		
1st year	(per week)	634.30
2nd year	(per week)	686.20
3rd year	(per week)	789.40
4th year	(per week)	904.70
5th year	(per week)	1,017.80
6th year	(per week)	1,121.00
The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.		
Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.		
SENIOR HOSPITAL SCIENTIST IN-CHARGE OF SECTION		
1st year	(per week)	1,827.10
2nd year	(per week)	1,888.10
3rd year	(per week)	1,940.70
SENIOR OR CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB		
Less than 200 ADA		
1st year	(per week)	2,153.30

2nd year	(per week)	2,213.20
3rd year		2,288.30
More than 200 ADA.		
1st year	(per week)	2,288.30
2nd year	(per week)	2,357.90
3rd year	(per week)	2,417.20
TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)		
HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory		
5th year	(per week)	1,475.00
6th year	(per week)	1,569.10
7th year	(per week)	1,645.40
8th year & thereafter	(per week)	1,698.50
SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory,		
1st year		95,330
2nd year		98,518
3rd year		101,279
4th year		112,361
5th year		115,487
6th year		119,379
7th year		123,016
8th year & thereafter		126,131
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) - Oliver Latham Laboratory		
3rd year	(per week)	2,725.80
4th year	(per week)	2,790.70
5th year	(per week)	2,858.40
6th year	(per week)	2,925.20
7th year	(per week)	2,992.70
8th year	(per week)	3,061.20
9th year	(per week)	3,127.60
10th year & thereafter	(per week)	3,196.80
HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.		
8th year	(per week)	1,698.50
SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.		
1st year	(per week)	1,827.10
2nd year	(per week)	1,888.10
3rd year	(per week)	1,940.70
4th year	(per week)	2,153.30
5th year	(per week)	2,213.20
6th year	(per week)	2,288.30
7th year	(per week)	2,357.90
8th year & thereafter	(per week)	2,417.20
LIBRARY STAFF		
Librarian-Grade 1		
Year 1		61,478
Year 2		65,052
Year 3		68,732
Year 4		73,014
Year 5		76,678
Year 6		80,324
Librarian-Grade 2		
Year 1		83,693
Year 2		86,973
Year 3		91,296
Year 4		94,961

Librarian-Grade 3	
Year 1	99,958
Year 2	103,043
Year 3	107,088
Year 4	111,366
Librarian-Grade 4	
Year 1	114,702
Year 2	118,079
Year 3	121,564
Year 4	125,351
Library Assistant	
Year 1	48,085
Year 2	51,031
Year 3	54,229
Year 4	58,271
Year 5	60,424
Library Technician - Grade 1	
Year 1	61,478
Year 2	65,052
Year 3	68,732
Year 4	73,014
MEDICAL OFFICERS	
INTERN	66,293
RESIDENT	
1st year	77,705
2nd year	85,466
3rd year	96,798
4th year	105,086
REGISTRAR	
1st year	96,798
2nd year	105,086
3rd year	113,405
4th year	121,393
SENIOR REGISTRAR	136,488
For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:	
Annual Salary x 1/ 52.17857 x 38	
and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6	
ALLOWANCES	
Higher Medical Qualification Allowance (per week)	57.30
The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.	
The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.	
Higher medical Qualification after 5 years (per week)	28.70
The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.	
PART-TIME MEDICAL OFFICERS	
(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment)	
Less than 3 years post-graduate experience (per week)	56.10
More than 3 years post-graduate experience (per week)	65.80

More than 6 years post-graduate experience (per week)	79.10
Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.	
Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%	
Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.	
Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%	
TRANSFERRED MEDICAL OFFICERS	
Less than 6 years post-graduate experience (per week)	63.70
6 to less than 10 years post graduate experience (per week)	91.80
10 years or more post-graduate experience (per week)	100.30
Possess Dip. of Psychological Medical (per week)	94.20
Dip. of Psychological Medical more than 2 years (per week)	100.30
Medical Officer-5th Schedule - 10th year (per week)	143,564
COMMUNITY PHYSICIAN	180,393
MEDICAL RECORDS ADMINISTRATOR	
1st year	58,769
2nd year	61,157
3rd year	64,379
4th year	67,341
5th year	70,393
6th year	73,828
7th year & thereafter	76,946
RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION	82,027
MEDICAL RECORDS MANAGER	
Grade 1	84,544
Grade 2	87,493
Grade 3	90,896
Grade 4	98,113
Grade 5	101,535
Grade 6	105,165
Grade 7	109,056
Grade 8	117,420
Country Regions	101,535
MEDICAL SUPERINTENDENTS	
CHIEF EXECUTIVE OFFICER	
Level 1	227,248
- 16% Clinical Loading	36,359
Level 2	216,551
- 16% Clinical Loading	34,647
Level 3	205,854
- 16% Clinical Loading	32,937
Level 4	166,678
- 16% Clinical Loading	26,668
Level 5	152,424
- 16% Clinical Loading	24,388
MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER	
Level 1	216,551
- 16% Clinical Loading	34,647
Level 2	205,854
- 16% Clinical Loading	32,937
Level 3	191,607
- 16% Clinical Loading	30,659

Level 4	152,424
- 16% Clinical Loading	24,388
Level 5	145,295
- 16% Clinical Loading	23,247
DEPUTY MEDICAL SUPERINTENDENT	
Level 1	191,607
- 16% Clinical Loading	30,659
Level 2	166,678
- 16% Clinical Loading	26,668
Level 3	152,424
- 16% Clinical Loading	24,388
ASSISTANT MEDICAL SUPERINTENDENT	
Level 1	
- 1st year	159,559
- 16% Clinical Loading	25,531
- 2nd year	166,678
- 16% Clinical Loading	26,669
Level 2	
- 1st year	145,295
- 16% Clinical Loading	23,247
- 2nd year	152,424
- 16% Clinical Loading	24,388
Level 3	
- 1st year	138,187
- 16% Clinical Loading	22,110
- 2nd year	145,295
- 16% Clinical Loading	23,247
Level 4	
- 1st year	123,928
- 16% Clinical Loading	19,829
- 2nd year	131,059
- 16% Clinical Loading	20,969
CLINICAL SUPERINTENDENT	
Level 1	
- 1st year	145,295
- 16% Clinical Loading	23,247
- 2nd year	152,424
- 16% Clinical Loading	24,388
Level 2	
- 1st year	138,187
- 16% Clinical Loading	22,110
- 2nd year	145,295
- 16% Clinical Loading	23,247
ALLOWANCES	
16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base award salary as varied from time to time with respect to their clinical work performed as part of their function.	
The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.	
Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (per week)	51.40
Diploma Hospital Administration issued AIHA (per week)	30.20
Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration (per week)	30.20

Hospitals are graded at level indicated below:

Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital

Level 2 - St.Vincent's Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children.

Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.

Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St.Joseph's Hospital - Auburn, St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.

MEDICAL SUPERINTENDENT- PERSONAL- DR. HENSEN	221,345
MEDICAL ADMINISTRATION TRAINING SCHEME	
1st year	117,722
2nd year	123,928
3rd year	138,187
4th year	145,295
5th year	152,424
6th year	159,559
7th year	166,678
Exception of Annual Leave & Clinical Loading	
Annual Leave entitlement is 4 weeks	
No Clinical Loading is payable.	
MUSIC THERAPIST - UNQUALIFIED	
1st year (per week)	28.50
2nd year (per week)	29.10
3rd year & thereafter (per week)	29.60
NURSE COUNSELLORS	
Non-Graduate	
1st year of service	53,836
2nd year of service	56,377
3rd year of service	59,616
4th year of service	62,611
5th year of service	65,820
Graduate	
1st year of service	60,011
2nd year of service	62,891
3rd year of service	66,834
4th year of service	70,390
5th year of service	74,579
6th year of service	77,946
7th year of service	81,135

8th year of service		83,974
9th year of service		88,046
PROJECT MANAGER		
Grade 1		
1st year		92,204
2nd year		94,702
Grade 2		
1st year		98,561
2nd year		101,533
Grade 3		
1st year		104,986
2nd year		107,933
Grade 4		
1st year		111,858
2nd year		114,837
REMEDIAL GYMNAST (QUALIFIED)		
1st year		52,102
2nd year		53,688
3rd year		56,874
4th year		59,843
5th year		62,900
6th year & thereafter		65,938
SESSIONAL RATES		
Music Therapist	(per session*)	219.00
Occupational Therapist	(per session*)	219.00
Orthoptist	(per session*)	219.00
Physiotherapist	(per session*)	219.00
Podiatrist	(per session*)	219.00
Speech Pathologist	(per session*)	219.00
* Session = 3½ hours		
SEXUAL ASSAULT WORKERS - NON-GRADUATE		
Grade 1		
1st year		51,579
2nd year		54,648
3rd year		57,646
4th year		60,689
5th year		63,577
Grade 2		
1st year		66,610
2nd year		69,579
SOCIAL EDUCATORS		
1st year		62,313
2nd year		66,179
3rd year		69,904
4th year		74,026
5th year		77,861
6th year		81,116
7th year		84,362
8th year & thereafter		88,024
PROGRAM DIRECTOR		
1st year		112,105
2nd year		114,702
WELFARE OFFICERS - NON-GRADUATE		
Grade 1		
1st year		51,579
2nd year		54,648

3rd year	57,646
4th year	60,689
5th year	63,577
Grade 2	
1st year	66,610
2nd year & thereafter	69,579
ALLOWANCE	
Welfare Officer - Non-Graduate 2 years on maximum (per week)	64.90

PART C - LIST OF AWARDS

Public Hospitals (Medical Superintendents) Award

Public Hospitals (Career Medical Officers) (State) Award

Public Hospital (Medical Officers) Award

Hospital Scientists (State) Award

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

Public Hospitals Librarians (State) Award

Public Hospital Medical Record Librarians Award

Public Hospital Dental Assistants (State) Award

Health Employees Oral Health Therapists (State) Award

Health Employees Dental Officers (State) Award

Health Employees Dental Prosthetists and Dental Technicians (State) Award

P. Kite, Chief Commissioner

Printed by the authority of the Industrial Registrar.

INSURANCE AND CARE NSW AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Insurance and Care NSW (ICARE).

(Case No. 208916 of 2017)

Before Chief Commissioner Kite

14 July 2017

AWARD

The conditions of employment contained in Part A of this award apply to all staff members.

The conditions of employment contained in Part B of this award apply only to Administration and Clerical Officers.

The conditions of employment contained in Part C of this award apply only to Departmental Professional Officers.

The conditions of employment contained in Part D of this award apply only to Legal Officers.

The conditions of employment contained in Part E of this award apply only to Senior Officers.

PART A - ALL STAFF MEMBERS

SECTION 1 - FRAMEWORK

Arrangement

Clause No.	Subject Matter
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SECTION 1 - FRAMEWORK

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Parties to the Award |
| 5. | Conditions of Employment |
| 6. | Coverage |
| 6A. | Statement of Intent |
| 7. | Work Environment |
| 8. | Grievance and Dispute Settling Procedures |
| 9. | Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation |

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- | | |
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| 11. | Working Hours |
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| 13. | Casual Employment |
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| 15. | Morning and Afternoon Breaks |
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| 17. | Variation of Hours |

18. Natural Emergencies and Major Transport Disruptions
19. Notification of Absence from Duty
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21. Standard Working Hours
22. Flexible Working Hours
23. Rostered Days Off for 38 Hour Week Workers
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25. Flexible Work Practices
26. Existing Hours of Work Determinations

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30. Meal Expenses on One-Day Journeys
31. Restrictions on Payment of Travelling Allowances
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PART A

ALL STAFF MEMBERS

2. Title

This award shall be known as the Insurance and Care NSW Award 2017

3. Definitions

- 3.1 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.2 Administrative and Clerical Officer means all persons employed in ongoing, temporary, casual or other employment under the *State Insurance and Care (NSW) Act 2015* and relevant parts of the *Government Sector Employment Act 2013*, appointed to positions classified under the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and who, as at the operative date of this award, were occupying one of the positions transferred to Insurance and Care NSW, or who, after that date, are appointed to or employed in one such position.
- 3.3 Appropriate People Leader means the roles within icare accountable and with relevant delegations of authority for people leadership.
- 3.4 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.5 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.6 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.7 Birth means the birth of a child and includes stillbirth.
- 3.8 Board means the Board of Insurance and Care NSW.
- 3.9 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.

- 3.10 Casual Employee means an employee engaged in terms of Part 4 Division 5 43 (4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.
- 3.11 CEO&MD means the Chief Executive Officer and Managing Director of Insurance and Care NSW or a person authorised by the and Chief Executive Officer and Managing Director.
- 3.12 Chief People Officer means the Group Executive role accountable for icare's People and Cultural leadership.
- 3.13 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.14 Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.15 Daily span of hours means, for a staff member required to work standard hours, the full time 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 Flexible Working Hours Agreement and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.16 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.17 Departmental Professional Officer means an officer who has a degree of a recognised University requiring a minimum of three years full-time study or an officer deemed by the Chief People Officer to hold equivalent qualifications.
- 3.18 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.19 Executive is an employee employed pursuant to section 16 of the *State Insurance and Care Governance Act 2015*, who by virtue of the provision of this act are excluded from the provisions of this Award.
- 3.20 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.21 Extended leave means extended (long service) leave to which a staff member is entitled under clause 61 of this award.
- 3.22 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.23 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.24 Flexible working hours scheme means the scheme outlined in clause 22, Flexible Working Hours of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.
- 3.25 Flex leave means a period of leave available to be taken by a staff member as specified in subclause 21.16 of clause 22, Flexible Working Hours of this Award.
- 3.26 Full day means the standard full time contract hours for the day, i.e. seven or eight hours depending on the classification of the staff member.

- 3.27 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.28 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification required to be worked as at the date of this Award.
- 3.29 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.30 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.31 Group Executive means the CEO&MD and his direct leadership reports who hold Group Executive or equivalent leadership roles
- 3.32 Half day means half the standard contract hours for the day.
- 3.33 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.34 icare means Insurance and Care NSW as established pursuant to the *State Insurance and Care (NSW) Act 2015*
- 3.35 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.36 Legal Officer means and includes all persons who are graduates in Law from either a recognised University or College of Advanced Education or who possess qualifications deemed by the Chief People Officer to be equivalent or who have qualified to be admitted as a Barrister or Solicitor of the Supreme Court of New South Wales, permanently or temporarily employed by Insurance and Care NSW and who are occupying one of those positions covered by this award, or who are appointed to or employed in one such position.
- 3.37 Local Arrangement means an agreement reached at the organisational level between the Chief People Officer and the Association in terms of clause 10, Local Arrangements of this Award.
- 3.38 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.39 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under the Flexible Working Hours Agreement, the hours of duty the appropriate People Leader requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.40 Normal work means, for the purposes of subclause 8.10 of clause 8, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.41 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.42 On duty means the time required to be worked for icare. For the purposes of clause 44, Trade Union Activities Regarded as On Duty of this Award, on duty means the time off with pay given by icare to the

accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

- 3.43 On loan means an arrangement between Insurance and Care NSW and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse Insurance and Care NSW for the staff member's salary and associated on-costs.
- 3.44 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.45 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification set out in Part F Monetary Rates of this award and calculated using the formula set out in clause 13, Casual employment of this award.
- 3.46 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the appropriate People Leader, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty.
- 3.47 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.48 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.49 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.50 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.51 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 the Flexible Working Hours Agreement, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.52 Prescribed starting time means, for a staff member not working under the Flexible Working Hours Agreement, the commencement of standard daily hours of that staff member. For a staff member working under the Flexible Working Hours Agreement, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.53 Public holiday means a day proclaimed under the *Public Holidays Act 2010*, as a public holiday.
- 3.54 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 a flexible working hours scheme.
- 3.55 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.56 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.57 Rostered Day Off means, for the purposes of clause 23, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.58 Secondment means an arrangement agreed to by the Chief People Officer, the staff member and another Government Sector Agency, a public sector organisation or a private sector organisation which enables

the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments are also to comply with Part 5 of the *Government Sector Employment Act 2013*.

- 3.59 Secretary means the NSW Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.
- 3.60 Senior Officer means and includes all persons permanently or temporarily employed under the provisions of the transitional provisions of the *Government Sector Employment Act 2013*, and who, as at the operative date of this Award were occupying one of the positions transferred to Insurance and Care NSW, or who, after that date, are appointed to or employed in one such position.
- 3.61 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the appropriate People Leader.
- 3.62 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.63 Staff member means an officer or temporary employee employed under the *State Insurance and Care Governance Act 2015*, and includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.64 Standard hours are set and regular hours of operation as determined by the Chief People Officer in accordance with any direction from the Industrial Relations Commission. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.65 Standby means an instruction given by the appropriate People Leader to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.66 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Group Executive, if the activities to be undertaken are considered to be of relevance or value to the Insurance and Care NSW and/or the Government Sector.
- 3.67 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to Insurance and Care NSW and/or Government Sector.
- 3.68 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Group Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.69 Technical Officer means and includes all persons employed in ongoing, temporary, casual or other employment under the *Government Sector Employment Act 2013*, and who, as at the operative date of this award, were occupying one of the transferred to Insurance and Care NSW, or who, after that date, are appointed to or employed in one such position.
- 3.70 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.
- 3.71 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.72 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

- 3.73 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.74 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.75 Workplace Management means the appropriate People Leader or any other person authorised by the Group Executive to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Parties to the Award

The parties to this award are:

Insurance and Care NSW; and

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by Insurance and Care NSW and the Association.

6. Coverage

The provisions of this award shall apply to officers, temporary employees and casual employees (as specified in the award) as defined in the *State Insurance and Care Governance Act 2015* and any remaining transitional former executives as defined in Clause 8 of Schedule 4 of the *Government Sector Employment Act 2013*. This Award shall not apply to Executives as defined within section 16 of the *State Insurance and Care Governance Act* or any employee remunerated at a level greater than the maximum of Grade 12 of the Administrative and Clerical Officers' scale as detailed in Part F - Monetary Rates of this Award except a transitional former executive.

If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009 (the Conditions Award) is varied, or any existing Public Sector Determination which operated as at the effective date of this Award, the variation will be discussed at a meeting between the PSA and the Chief People Officer of icare, which shall occur within 21 days of either party informing the other of the approval of the variation to the Conditions Award by the Industrial Relations Commission. The presumption will be that this Award will be varied to reflect the variation to the Conditions Award unless it is not relevant to icare. The meeting between the PSA and the Chief People Officer will determine the appropriateness and wording of any variation. The onus will be on icare to justify or prove that the proposed variation is not relevant to icare.

6A. Statement of Intent

This Award aims to consolidate, in the one document, all common conditions of employment of staff employed by Insurance and Care NSW, to encourage the consultative processes at service-wide and various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that any excess hours, accumulated as a result of Insurance and Care NSW work requirements, are not forfeited.

7. Work Environment

- 7.1 The parties to this award are committed to providing and maintaining a work environment that complies with all relevant Work Health Safety and Workers Compensation and Injury Management legislation.
- 7.2 Equality in employment - icare is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

- 7.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff are required to refrain from, or being party to, any form of harassment in the workplace.

8. Grievance and Dispute Settling Procedures

- 8.1 All grievances and disputes relating to the provisions of this award 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 icare, if required.
- 8.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Group Executive or delegate.
- 8.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 8.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Group Executive.
- 8.6 If the matter remains unresolved, the Chief People Officer shall provide a written response to the staff member 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.
- 8.7 A staff member, at any stage, may request to be represented by the Association.
- 8.8 The staff member or the Association on their behalf or the CEO&MD may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 8.9 The staff member, Association and the CEO&MD shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 8.10 Whilst the procedures outlined in subclauses 8.1 to 8.10 of 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 the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

9. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 9.1 The entitlement to salary package in accordance with this clause is available to:
- 9.1.1 ongoing full-time and part-time staff members; and
- 9.1.2 temporary staff members, subject to icare's convenience; and

- 9.1.3 casual employees, subject to icare's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 9.7.
- 9.2 For the purposes of this clause:
- 9.2.1 "salary" means the salary or rate of pay prescribed for the staff member's classification by Part F of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 9.2.2 "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.
- 9.3 By mutual agreement with the Chief People Officer, a staff member may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 9.3.1 a benefit or benefits selected from those approved by the Chief People Officer; and
- 9.3.2 an amount equal to the difference between the staff member's salary, and the amount specified by the Chief People Officer for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 9.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 9.5 The agreement shall be known as a Salary Packaging Agreement.
- 9.6 Except in accordance with subclause 9.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Chief People Officer at the time of signing the Salary Packaging Agreement.
- 9.7 Where a staff member makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the staff member may elect to have the amount sacrificed:
- 9.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 9.7.2 where icare is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 9.7.3 subject to icare's agreement, paid into another complying superannuation fund.
- 9.8 Where the staff member makes an election to salary sacrifice, icare shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 9.9 Where the staff member makes an election to salary package and where the staff member is a member of a superannuation scheme established under the:
- 9.9.1 *Police Regulation (Superannuation) Act 1906*;
- 9.9.2 *Superannuation Act 1916*;
- 9.9.3 *State Authorities Superannuation Act 1987*; or
- 9.9.4 *State Authorities Non-contributory Superannuation Act 1987*,

icare must ensure that the staff member'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.

- 9.10 Where the staff member makes an election to salary package, and where the staff member is a member of a superannuation fund other than a fund established under legislation listed in subclause 9.9 of this clause, icare 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 icare may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 9.11 Where the staff member makes an election to salary package:
- 9.11.1 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
- 9.11.2 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 staff member is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the staff member's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the staff member under Part F of this Award if the Salary Packaging Agreement had not been entered into.
- 9.12 The Chief People Officer may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 9.13 The Chief People Officer will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement.

SECTION 2 - ATTENDANCE/HOURS OF WORK

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Chief People Officer and the Association in respect of the whole of icare or part of icare in relation to any matter contained in this Award.
- 10.2 All local arrangements negotiated between the Chief People Officer and the Association must:
- 10.2.1 be approved by the CEO&MD; and
- 10.2.2 be approved in writing by the General Secretary of the Association; and
- 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
- 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause shall prevent the negotiation of a Flexible Working Hours Agreement between icare and the Association in respect of the provisions contained in clause 25, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 22, Flexible Working Hours of this award shall apply.

- 10.4 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 10.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

11. Working Hours

- 11.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the appropriate People Leader in accordance with any direction of the Chief People Officer. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this Award.
- 11.2 The staff member in charge of a division or branch will be responsible to the Group Executive for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The appropriate People Leader may require a staff member to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to staff member's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 11.3.4 the notice (if any) given by the appropriate People Leader regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The appropriate People Leader shall ensure that all staff members employed in icare are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

12. Calculation of Service

- 12.1 In calculating years of service for staff members the following aggregate periods of leave without pay shall not be taken into account:
- 12.1.1 Recreation Leave - Leave Without Pay which when aggregated, exceeds 5 working days in any period of 12 months
 - 12.1.2 Sick Leave - Leave Without Pay of 21 days or more
 - 12.1.3 Increments - Leave Without Pay of 5 days or more defers the increment date

12.1.4 Leave Loading - Leave Without Pay which when aggregated, exceeds 5 working days in any period of 12 months

13. Casual Employment

13.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

13.2 Hours of Work

13.2.1 A casual employee is engaged and paid on an hourly basis.

13.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.

13.2.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the position.

13.3 Rate of Pay

13.3.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

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

13.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

13.3.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

13.3.4 The loadings specified in paragraph 13.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

13.4 Overtime

13.4.1 Casual employees shall be paid overtime for work performed:

(a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the position; or

(b) Outside the bandwidth application to the particular class of work; or

(c) In excess of the daily roster pattern applicable for the particular class of work; or

(d) In excess of the standard weekly roster of hours for the particular class of work; or

(e) In accordance with a local arrangement negotiated under clause 10 of this award.

13.4.2 Overtime rates will be paid in accordance with the rates set in clause 82, Overtime Worked by Day Workers of this award.

13.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 13.3.2 of this clause.

13.4.4 The loading in lieu of annual leave as set out in paragraph 13.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

13.5 Leave

13.5.1 Other than as described under subclauses 13.5, 13.6 and 13.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

13.5.2 As set out in paragraph 13.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

13.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

13.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

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

(i) the employee or employee's spouse is pregnant; or

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

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

13.6 Personal Carers entitlement for casual employees

13.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 73.4.2 of Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 13.6.4, and the notice requirements set out in paragraph 13.6.5 of this clause.

13.6.2 The appropriate People Leader and the casual 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.

13.6.3 icare must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of icare to engage or not to engage a casual employee are otherwise not affected.

13.6.4 The casual employee shall, if required,

(a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

13.6.5 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

13.7 Bereavement entitlements for casual employees

13.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

13.7.2 The appropriate People Leader and the casual 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.

13.7.3 icare must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of icare to engage or not engage a casual employee are otherwise not affected.

13.7.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

13.8 Application of other clauses of this Award to casual employees

13.8.1 The following clauses of this award do not apply to casual employees:

11	Working Hours
17	Variation of Hours
18	Natural Emergencies and Major Transport Disruptions
20	Public Holidays
21	Standard Working Hours
22-25	relating to Flexible Working arrangements
28	Excess Travelling Time
29	Waiting Time
39	Room at Home Used as Office
44-58	relating to Trade Union activities
54	Travelling and other costs of Trade Union Delegates
58	Leave - General Provisions
58-76	relating to the various Leave provisions
78	Study Assistance
79	Shift Work
80-81	relating to Overtime
83-84	relating to Recall to Duty, On-Call and Stand-by Arrangements
88	Payment for Overtime or Leave in Lieu
89	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

14. Part-Time Employment

14.1 General

14.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.

14.1.2 Part-time work may be undertaken with the agreement of the appropriate People Leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

14.1.3 A part-time staff member is to work contract hours less than full-time hours.

14.1.4 Unless otherwise specified in this Award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

14.1.5 Before commencing part-time work, the appropriate People Leader and the staff member must agree upon:

- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
- (c) the classification applying to the work to be performed;

14.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

14.1.7 Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually.

14.2 Additional hours

14.2.1 The appropriate People Leader may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 22 of this award, or a Local Agreement made in accordance with clause 10 of this award, have the time worked credited as flex time.

14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 87, Rate of Payment for Overtime of this Award.

15. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

16. Meal Breaks

- 16.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that: -
- 16.1.1 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- 16.1.2 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief People Officer and the Association to provide for payment of a penalty.

16A. Lactation Breaks

- 16A.1 This clause applies to staff members 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.
- 16A.2 A full-time staff member or a part-time staff member 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.
- 16A.3 A part-time staff member 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.
- 16A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 16A.5 icare shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 16A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 16A.7 Staff members 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.
- 16A.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 70, Sick Leave of this Award, or access to the flexible working hours scheme provided in clause 22, Flexible Working Hours of this Award, where applicable.

17. Variation of Hours

- 17.1 If the appropriate People Leader is satisfied that a staff member is unable to comply with the general hours operating in icare because of limited transport facilities, urgent personal reasons, community or family reasons, the appropriate People Leader may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 17.1.1 the variation does not adversely affect the operational requirements;
- 17.1.2 there is no reduction in the total number of daily hours to be worked;

- 17.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 17.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- 17.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- 17.1.6 ongoing arrangements are documented; and
- 17.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

18. Natural Emergencies and Major Transport Disruptions

- 18.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 18.1.1 apply to vary the working hours as provided in clause 17, Variation of Hours of this award; and/or
 - 18.1.2 negotiate an alternative working location with the icare; and/or
 - 18.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

19. Notification of Absence from Duty

- 19.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 19.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate People Leader, the amount representing the period of absence shall be deducted from the staff member's pay.

20. Public Holidays

- 20.1 Unless directed to attend for duty by the appropriate People Leader, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - 20.1.1 a public holiday throughout the State; or
 - 20.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 20.1.3 a day between Boxing Day and New Year's Day determined by the CEO&MD
- 20.2 A staff member required by the appropriate People Leader to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 20.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

21. Standard Working Hours

- 21.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under the Flexible Working Hours Agreement, would equal the contract hours required to be worked under the Agreement. Standard hours could be full time or part-time.

- 21.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the appropriate People Leader. Where time off has been granted, such time shall be made up as set out in subclause 21.4 of this clause.
- 21.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the appropriate People Leader approves, make the time up in accordance with subclause 21.4 of this clause.
- 21.4 Making up of Time - The time taken off in circumstances outlined in subclauses 21.2 and 21.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the appropriate People Leader.

22. Flexible Working Hours

- 22.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a flexible working hours agreement.
- 22.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause 22.1 of this clause, a flexible working hours scheme in terms of this subclause may operate, subject to operational requirements, as determined by the appropriate People Leader.
- 22.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in icare, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 22.11, 22.13 and 22.16 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 22.4 Exclusions - Flexible working hours shall not apply to staff members who work:
 - 22.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
 - 22.4.2 permanent standard hours; or
 - 22.4.3 according to a shift roster.
- 22.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 22.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this Award.
- 22.7 Coretime - The coretime 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 this Award.
- 22.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the CEO&MD. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award, the lunch break shall be taken in accordance with such local arrangement.
- 22.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award, the settlement period shall be four weeks.
 - 22.9.1 For time recording purposes the settlement period and flex leave must coincide.

- 22.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief People Officer may extend the affected settlement period by a further 4 weeks.
- 22.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 22.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 22.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 22.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award:
- 22.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 22.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 22.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW government sector organisation under the mobility provisions of Part 5 of the *Government Sector Employment Act 2013*.
- 22.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 22.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- 22.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
- 22.14.3 In such other circumstances as have been negotiated between the Chief People Officer and the Association under a local arrangement in terms of clause 10, Local Arrangements of this Award.
- 22.14.4 Prior to a staff member's last day of service the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 22.16.2 of this clause.
- 22.15 Where a staff member ceases duty in icare in order to take up employment in another Government sector, public service or public sector organisation, the same provisions as apply to recreation leave under Part 3, Division 2 of the Government Sector Employment Regulation 2014, Cross-government sector leave arrangements shall apply to the accrued but untaken or not forfeited flex leave.

- 22.16 Flex leave - Subject to operational requirements:
- 22.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.
 - 22.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 22.11 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
 - 22.16.3 Flex leave may be taken on consecutive working days.
 - 22.16.4 Absences on flex leave may be combined with other periods of authorised leave.
 - 22.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this Award.
- 22.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 60, Absence from Work of this Award.
- 22.18 Standard hours - Notwithstanding the provisions of this clause, the appropriate People Leader may direct the staff member to work standard hours and not flexible hours:
- 22.18.1 where the appropriate People Leader decides that the working of flexible hours by a staff member or members does not suit the operational requirements of icare, the Association shall be consulted, where appropriate; or
 - 22.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 22.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of icare, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

23. Rostered Days Off for 38 Hour Week Workers

- 23.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 23.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 23.2.1 Except as provided in paragraph 23.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
 - 23.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
 - 23.2.3 Exception - Notwithstanding the provisions of paragraph 23.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 23.3 In the event of unforeseen circumstances or icare's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 23.4 Where seasonal or school vacation considerations affect icare operations, rostered days off may be accrued and taken during a less active period.
- 23.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.

- 23.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

24. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, icare shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 7 of the Government Sector Employment Rules 2014.

25. Flexible Work Practices

Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement.

26. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 52 (1) of the *Government Sector Employment Act 2013* on local arrangements in respect of the hours of work which operated in a Department or part of a Department as at the effective date of this award, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

27. Travelling Compensation

- 27.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by icare.
- 27.2 The appropriate People Leader shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 27.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 27.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 27.5 icare will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 27.6 Subject to subclause 27.14 of this clause, a staff member who is required by the appropriate People Leader to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 27.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 27.8 For the first 35 days, the payment shall be:
- 27.8.1 where icare elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 5 - Allowances of Part F Monetary Rates and
 - (b) incidentals as set out in Item 3 of Table 5 - Allowances of Part F Monetary Rates, and

- (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 27.8.2 where icare elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 5 - Allowances of Part F Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 5 - Allowances of Part F Monetary Rates.
- 27.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the appropriate People Leader that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 27.10 Where a staff member is unable to so satisfy the appropriate People Leader, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 27.11 After the first 35 days - If a staff member is required by the appropriate People Leader to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 5 - Allowances of Part F Monetary Rates.
- 27.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 27.11 of this clause, icare could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 27.13 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 27.14 This clause does not apply to staff members who are on an employee-initiated secondment as outlined in Part 5 of the *Government Sector Employment Act 2013*.

28. Excess Travelling Time

- 28.1 Excess Travelling Time - A staff member directed by the appropriate People Leader to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the appropriate People Leader's discretion, be compensated for such time either by:
- 28.1.1 Payment calculated in accordance with the provisions contained in this clause; or
 - 28.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- 28.2 Compensation under paragraphs 28.1.1 and 28.1.2 of this clause shall be subject to the following conditions:
- 28.2.1 On a non-working day - subject to the provisions of paragraphs 28.3.4, 28.3.5, 28.3.6 and 28.3.7 of this clause, all time spent travelling on official business;
 - 28.2.2 On a working day - subject to the provisions of subclause 28.3 of this clause, all time spent travelling on official business outside the usual hours of duty, provided that the period for which compensation is being sought is more than a half an hour on any one day.

- 28.3 Compensation for excess travelling time shall exclude the following:
- 28.3.1 Time normally taken for the periodic journey from home to headquarters and return;
 - 28.3.2 Any periods of excess travel of less than 30 minutes on any one day;
 - 28.3.3 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;
 - 28.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
 - 28.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - 28.3.6 Working on board ship where meals and accommodation are provided;
 - 28.3.7 Any travel undertaken by a staff member whose salary includes an all incidents of employment component;
 - 28.3.8 Time within the flex time bandwidth;
 - 28.3.9 Travel overseas.
- 28.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- | | | | | |
|---------------|---|--------|---|----------------------|
| Annual salary | X | 5 | X | 1 |
| 1 | | 260.89 | | Normal hours of work |
- 28.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 28.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 28.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

29. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 28, Excess Travelling Time of this award

30. Meal Expenses on One-Day Journeys

- 30.1 A staff member who is authorised by the appropriate People Leader to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 5 of Part F Monetary Rates for: -
- 30.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - 30.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

30.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

31. Restrictions on Payment of Travelling Allowances

- 31.1 An allowance under clause 27, Travelling Compensation of this award is not payable in respect of:
- 31.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 31.1.2 Any period of leave, except with the approval of the appropriate People Leader or as otherwise provided by this clause; or
 - 31.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 31.2 A staff member who is in receipt of an allowance under clause 27, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 31.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
 - 31.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;
- but is not entitled to any other allowance in respect of the same period.

32. Increase Or Reduction in Payment of Travelling Allowances

- 32.1 Where the Group Executive is satisfied that a travelling allowance is:
- 32.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - 32.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

33. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Group Executive is prepared to accept other evidence from the staff member.

34. Travelling Distance

The need to obtain overnight accommodation shall be determined by the appropriate People Leader having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the appropriate People Leader.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

35. Allowance Payable for Use of Private Motor Vehicle

- 35.1 The appropriate People Leader may authorise a staff member to use a private motor vehicle for work where:
- 35.1.1 Such use will result in greater efficiency or involve icare in less expense than if travel were undertaken by other means; or
- 35.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 35.2 A staff member who, with the approval of the appropriate People Leader, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 5 of Part F Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 35.4 of this clause.
- 35.3 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.
- 35.3.1 The casual rate is payable if a staff member elects, with the approval of the appropriate People Leader, 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.
- 35.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 35.4 Deduction from allowance
- 35.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member'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.
- 35.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 35.4.3 of this subclause.
- 35.4.3 Designated headquarters
- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member 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) A staff member'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.
- 35.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member 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 staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

35.4.5 Where a headquarters has been designated per paragraph 35.4.3 of this subclause and the staff member 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.

35.4.6 Deductions are not to be applied in respect of days characterised as follows.

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided icare is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.

35.5 The staff member 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* (NSW), a comprehensive motor vehicle insurance policy to an amount and in a form approved by the appropriate People Leader.

35.6 Expenses Such as Tolls Etc. Shall be Refunded to Staff Members Where the Charge Was Incurred During Approved Work Related Travel.

35.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 4 of Table 5 - Allowances of Part F Monetary Rates.

36. Damage to Private Motor Vehicle Used for Work

36.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by icare, provided:

36.1.1 The damage is not due to gross negligence by the staff member; and

36.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.

36.2 Provided the damage is not the fault of the staff member, icare shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:

36.2.1 The damage was sustained on approved work activities; and

36.2.2 The costs cannot be met under the insurance policy due to excess clauses.

37. Overseas Travel

Unless the Group Executive determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by icare to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

38. Exchanges

- 38.1 The Group Executive may arrange two way or one way exchanges with other organisations both public and private, if icare or the staff member will benefit from additional training and development which is intended to be used in the carrying out of icare's business.
- 38.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Group Executive according to the individual circumstances in each case (Item 6 of Table 5 - Allowances of Part F Monetary Rates).
- 38.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 48, Conditions Applying to On Loan Arrangements of this Award apply to staff members who are loaned to the Association.

39. Room at Home Used as Office

- 39.1 Where no office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, icare will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 7 of Table 5 - Allowances of Part F, Monetary Rates is payable for the use of a room at home as an office.
- 39.2 Where an office exists in a particular location - Where an office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with icare policy. The allowance set out in subclause 39.1 of this clause shall not apply in these circumstances.
- 39.3 Requirements - Arrangements under subclauses 39.1 or 39.2 of this clause shall be subject to:
 - 39.3.1 A formal agreement being reached in respect of the hours to be worked; and
 - 39.3.2 The duties of the Person Conducting the Business or Undertaking under relevant Work Health Safety legislation to provide a safe work environment.

40. Uniforms, Protective Clothing and Laundry Allowance

- 40.1 Uniform, etc. provided by icare - A staff member who is required or authorised by icare to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by icare with such clothing and shall be paid an allowance at the rate specified in Item 9 of Table 5 - Allowances of Part F, Monetary Rates for laundering the uniform or protective clothing.
- 40.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by icare.
- 40.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

41. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 41.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of icare covering the damage to or loss of the personal property of the staff member.
- 41.2 If a claim under subclause 41.1 of this clause is rejected by the insurer, the Group Executive may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 41.2.1 Is due to the negligence of icare, another staff member, or both, in the performance of their duties; or
- 41.2.2 Is caused by a defect in a staff member's material or equipment; or
- 41.2.3 Results from a staff member's protection of or attempt to protect icare property from loss or damage.
- 41.3 Compensation in terms of subclause 41.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Group Executive may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 41.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 41.5 Compensation for the damage sustained shall be made by icare where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

42. Community Language Allowance Scheme (CLAS)

- 42.1 Staff members 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 staff members are not:
- 42.1.1 Employed as interpreters and translators; and
- 42.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- shall be paid an allowance as specified in Item 10 of Table 5 - Allowances of Part F Monetary Rates, subject to subclauses 42.2 and 42.3 of this clause.
- 42.2 The base level of the CLAS is paid to staff members who:
- 42.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- 42.2.2 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.
- 42.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 42.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the appropriate People Leader; or

42.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

43. First Aid Allowance

- 43.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 11 of Table 5 - Allowances of Part F, Monetary Rates.
- 43.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 43.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 43.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 43.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 43.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 43.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 43.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet icare's needs, and the cost of retraining First Aid Officers, are to be met by icare.

44. Review of Allowances Payable in Terms of This Award

- 44.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 44.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Clause 27, Travelling Compensation;
 - (b) Clause 30, Meal Expenses on One Day Journeys; and
 - (c) Clause 87, Overtime Meal Allowances.
- 44.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time in the Federal Budget or by the Australian Taxation Office (ATO) if not provided in the Federal Budget:
- (a) Clause 35, Allowances Payable for the Use of Private Motor Vehicle.
- 44.1.3 Allowances payable in terms of clauses listed in this paragraph 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):
- (a) Clause 39, Room at Home Used as Office; and

(b) Clause 87, Overtime Meal Allowances.

44.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under a Public Sector Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

(a) Clause 42, Community Language Allowance Scheme (CLAS);

(b) Clause 43, First Aid Allowance;

(c) Clause 85, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

45. Trade Union Activities Regarded as on Duty

45.1 An Association delegate will be released from the performance of normal duties when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

45.1.1 Attendance at meetings with workplace management or workplace management representatives;

45.1.2 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;

45.1.3 Giving evidence in court on behalf of the employer;

45.1.4 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

45.1.5 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

45.1.6 Presenting information on the Association and Association activities at induction sessions for new staff of icare; and

45.1.7 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.

46. Trade Union Activities Regarded as Special Leave

46.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

46.1.1 Annual conferences of the Association;

46.1.2 Meetings of the Association's Executive, Councils, Industry and Advisory Groups;

- 46.1.3 Annual conference of Unions NSW and the Australian Council of Trade Unions;
- 46.1.4 Attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;
- 46.1.5 Attendance at meetings called by the Board, as the employer for industrial purposes, as and when required;
- 46.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 46.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 45, 46 and 47 apply.

47. Trade Union Training Courses

- 47.1 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association will attract the grant of special leave. A maximum of 12 working days in any period of 2 years applies to this training and is subject to: -
 - 47.1.1 The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - 47.1.2 Payment being at the base rate, i.e. excluding extraneous payments such as shift allowance/penalty rates, overtime, etc.;
 - 47.1.3 All travelling and associated expenses being met by the staff member or the Association;
 - 47.1.4 Attendance being confirmed in writing by the Association or a nominated training provider.

48. Conditions Applying to on Loan Arrangements

- 48.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
 - 48.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association: -
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.
 - 48.1.2 Briefing counsel on behalf of the Association;
 - 48.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
 - 48.1.4 Country tours undertaken by a member of the executive or Council of the Association;
 - 48.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
 - 48.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association: -
 - (a) icare will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;

- (b) icare will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between icare and the Association.

48.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

48.1.8 Limitation - 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 People Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

48.1.9 Where the Chief People Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the CEO&MD for determination after consultation with the Chief People Officer and the Association.

49. Period of Notice for Trade Union Activities

The Chief People Officer 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.

50. Access to Facilities by Trade Union Delegates

49.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

50.1.1 Telephone, facsimile, internet and email facilities;

50.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

50.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

51. Responsibilities of the Trade Union Delegate

51.1 Responsibilities of the Association delegate are to:

51.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

51.1.2 Participate in the workplace consultative processes, as appropriate;

51.1.3 Follow the dispute settling procedure applicable in the workplace;

51.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

51.1.5 Account for all time spent on authorised Association business;

51.1.6 When special leave is required, to apply for special leave in advance;

51.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief People Officer and the Association; and

51.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

52. Responsibilities of the Trade Union

52.1 Responsibilities of the Association are to:

52.1.1 Provide written advice to the Chief People Officer 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;

52.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 53.1.3 of Responsibilities of Workplace Management of this Award;

52.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

52.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

52.1.5 Apply to the Chief People Officer well in advance of any proposed extension to the "on loan" arrangement;

52.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

52.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

53. Responsibilities of Workplace Management

53.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

53.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;

53.1.2 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;

53.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

53.1.4 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;

53.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

53.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 53.1.5;

53.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

53.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and

53.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

54. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the relevant Work Health and Safety legislation and the *Industrial Relations Act 1996*.

55. Travelling and Other Costs of Trade Union Delegates

- 55.1 Except as specified in paragraph 53.1.3 of Responsibilities of Workplace Management of this Award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 55.2 In respect of meetings called by the workplace management in terms of paragraph 53.1.3 of Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 27, Travelling Compensation, 30, Meal Expenses on One-Day Journeys, or 31, Restrictions on Payment of Travelling Allowances of this Award.
- 55.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from icare, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 55.4 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 icare by the Association or the staff member.

56. Industrial Action

- 56.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 8, Grievance and Dispute Settling Procedures).
- 56.2 There will be no victimisation of staff members prior to, during or following such industrial action.

57. Consultation and Technological Change

There shall be effective means of consultation, as set out in the relevant Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between icare and Association.

58. Deduction of Trade Union Membership Fees

At the staff member's election, the Chief People Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Chief People Officer and the Association in accordance with clause 10, Local Arrangements of this Award.

SECTION 6 - LEAVE

59. Leave - General Provisions

- 59.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief People Officer and the Association in terms of clause 10, Local Arrangements of this Award.

- 59.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this Award on a pro rata basis, calculated according to the number of hours worked per week.
- 59.3 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

60. Absence from Work

- 60.1 A staff member must not be absent from work unless reasonable cause is shown.
- 60.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 60.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the appropriate People Leader shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 60.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 60.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

61. Applying for Leave

- 61.1 An application by a staff member for leave under this award shall be made to and dealt with by the appropriate People Leader.
- 61.2 The appropriate People Leader shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of icare permit this to be done.

62. Extended Leave

62.1 Definition of "service"

62.1.1 For the purposes of Extended leave, service includes:

- (a) in the case of a staff member who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and
- (b) service occurring before 24 February 2014, including service of the kind referred to in paragraph (a).

62.1.2 Subject to clauses 62.2.3 and 62.3.3 for the purpose of determining whether or not a staff member has completed at least 10 years' service, as referred to in subclause 62.1.1(a), the staff member's period of service is taken:

- (a) to include any period of leave without pay taken before 13 December 1963, and
- (b) to exclude any period of leave without pay taken after 13 December 1963.

62.2 Extended leave entitlements generally

62.2.1 After service for 7 years or more but not more than 10 years, a staff member is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 2 months on full pay, or

- (b) 4 months on half pay, or
 - (c) one month on double pay,
- for 10 years served.

62.2.2 After service for more than 10 years, a staff member is entitled to extended leave under subclause 62.2.1 in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 5 months on full pay, or
 - (b) 10 months on half pay, or
 - (c) 2.5 months on double pay,
- for each 10 years served after the first 10 years.

62.2.3 For the purposes of this clause, service includes any period of leave without pay taken before 13 December 1963.

62.3 Entitlement to extended leave if employment terminated in special circumstances

62.3.1 This clause applies to a staff member with at least 5 years' service but less than 7 years' service whose services are terminated:

- (a) by the staff member for reasons of illness, incapacity or domestic or other pressing necessity, or
- (b) by icare for reasons other than for misconduct.

62.3.2 The staff member is entitled to:

- (a) for 5 years' service-one month's leave on full pay, and
- (b) for further service in excess of 5 years-additional leave proportionate to the staff member's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.

62.3.3 For the purposes of this clause, service does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

62.4 Payment of accrued leave on termination of employment

62.4.1 If a staff member has acquired a right to extended leave and his or her services are terminated, the staff member may not take the extended leave but is instead to be paid the money value of the extended leave.

62.4.2 Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' extended leave, if taken, would have commenced.

62.5 Leave to be paid out to dependants in cases of death

62.5.1 If a staff member has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:

- (a) the staff member's spouse, or

- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief People Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave not taken or not completed.

62.5.2 If a staff member with at least 5 years' service but less than 7 years' service dies:

- (a) the staff member's spouse, or
- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief People Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave that would have accrued to the staff member had his or her services terminated as referred to in clause 62.3.1.

62.5.3 If there is a guardian of any child referred to in subclause 62.5.1(b) or 62.5.2(b), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.

62.5.4 If:

- (a) no person is entitled to receive a payment under subclause 62.5.1 or 62.5.2, or
- (b) it appears to the Chief People Officer that more than one person is entitled as a spouse to a payment under subclause 62.5.1 or 62.5.2,

the payment must instead be made to the staff member's personal representatives.

62.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

62.5.6 In this clause, spouse of a staff member includes a de facto partner of the staff member at the time of his or her death.

Note. De facto partner is defined in section 21C of the *Interpretation Act 1987*.

62.6 Leave entitlement reduced by leave already taken or paid out

62.6.1 The following amounts of extended leave are to be deducted from a staff member's extended leave entitlement:

- (a) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
- (b) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,
- (c) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
- (d) for each period of extended leave in respect of which the staff member has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.

62.6.2 If a public holiday occurs while a staff member is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case requires).

62.6.3 In subclause 62.6.2, public holiday means any special or public holiday for which the staff member is entitled to payment.

63. Family and Community Service Leave

63.1 The appropriate People Leader shall grant to a staff member 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 subclause 63.2 of this clause. The appropriate People Leader may also grant leave for the purposes in subclause 63.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

63.2 Such unplanned and emergency situations may include, but not be limited to, the following: -

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

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

63.2.3 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;

63.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

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

63.3 Family and community service leave may also be granted for:

63.3.1 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 Council or Chairperson of a County Council; and

63.3.2 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.

63.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 73.4.2 of Sick Leave to Care for a Family Member of this Award.

63.5 Family and community service leave shall accrue as follows:

63.5.1 two and a half days in the staff member's first year of service;

63.5.2 two and a half days in the staff member's second year of service; and

63.5.3 one day per year thereafter.

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

- 63.7 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.
- 63.8 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 82, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 63.9 The appropriate People Leader 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.

64. Leave Without Pay

- 64.1 The appropriate People Leader may grant leave without pay to a staff member if good and sufficient reason is shown.
- 64.2 Leave Without Pay May be Granted on a Full-Time Or a Part-Time Basis.
- 64.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 64.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 64.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Group Executive.
- 64.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 64.7 No paid leave shall be granted during a period of leave without pay.
- 64.8 A permanent appointment may be made to the staff member's position if:
 - 64.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 64.8.2 the staff member is advised of icare's proposal to permanently backfill their position; and
 - 64.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 66.8.4 icare advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 64.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 64.10 The staff member does not cease to be employed by icare if their position is permanently backfilled.
- 64.11 Subclause 64.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 67.9.1(a) of Parental Leave or to military leave.

65. Military Leave

- 65.1 During the period of 12 months commencing on 1 July each year, the appropriate People Leader may grant to a staff member 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 or compulsory parades conducted by the staff member's unit.
- 65.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- 65.3 Up to 24 working days military leave per financial year may be granted by the appropriate People Leader to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 65.1.
- 65.4 A appropriate People Leader may grant a staff member 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.
- 65.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 64.3 of this clause may be granted Military Leave Top Up Pay by the Group Executive.
- 65.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 65.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and icare will continue to make superannuation contributions at the normal rate.
- 65.8 At the expiration of military leave in accordance with subclause 65.3 or 65.4, the staff member shall furnish to the appropriate People Leader a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

66. Observance of Essential Religious Or Cultural Obligations

- 66.1 A staff member of:
- 66.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 66.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 66.2 Provided adequate notice as to the need for leave is given by the staff member to icare and it is operationally convenient to release the staff member from duty, the appropriate People Leader must grant the leave applied for by the staff member in terms of this clause.
- 66.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the appropriate People Leader, subject to:
- 66.3.1 Adequate notice being given by the staff member;
- 66.3.2 Prior approval being obtained by the staff member; and
- 66.3.3 The time off being made up in the manner approved by the appropriate People Leader.

66.4 Notwithstanding the provisions of subclauses 66.1, 66.2 and 66.3, arrangements may be negotiated between icare and the Association in terms of clause 10, Local Arrangements of this Award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

67. Parental Leave

67.1 Parental leave includes maternity, adoption and "other parent" leave.

67.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:

67.2.1 For a period up to 9 weeks prior to the expected date of birth; and

67.2.2 For a further period of up to 12 months after the actual date of birth.

67.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

67.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:

67.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

67.3.2 For such period, not exceeding 12 months on a full-time basis, as the appropriate People Leader may determine, if the child has commenced school at the date of the taking of custody.

67.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.

67.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:

67.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;

67.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 67.4.1. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

67.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

67.5.1 applied for parental leave within the time and in the manner determined set out in subclause 67.10; and

67.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

67.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:

(a) in advance as a lump sum; or

(b) fortnightly as normal; or

- (c) fortnightly at half pay; or
- (d) a combination of full pay and half pay.

67.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:

67.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;

67.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

67.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

67.7 A staff member 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:

67.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

67.7.2 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

67.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

67.8 Except as provided in subclauses 67.5, 67.6 and 67.7, parental leave shall be granted without pay.

67.9 Right to request

67.9.1 A staff member who has been granted parental leave in accordance with subclause 67.2, 67.3 or 67.4 may make a request to the appropriate People Leader to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

67.9.2 The appropriate People Leader shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or icare's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

67.10 Notification Requirements

67.10.1 When icare is made aware that a staff member or their spouse is pregnant or is adopting a child, the appropriate People Leader must inform the staff member of their entitlements and their obligations under this Award.

67.10.2 A staff member who wishes to take parental leave must notify the appropriate People Leader in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under subclause 66.9 of this clause.
- 67.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
- 67.10.4 Staff member's request and the appropriate People Leader's decision to be in writing
- The staff member's request under paragraph 66.9.1 and the appropriate People Leader's decision made under paragraph 67.9.2 must be recorded in writing.
- 67.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the appropriate People Leader in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the appropriate People Leader agrees.
- 67.10.6 A staff member on maternity leave is to notify icare of the date on which she gave birth as soon as she can conveniently do so.
- 67.10.7 A staff member must notify icare as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 67.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of icare and any number of times with the consent of icare. In each case she/he must give icare at least 14 days' notice of the change unless the appropriate People Leader decides otherwise.
- 67.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 67.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 67.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 67.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the appropriate People Leader approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 67.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable) must be given.
- 67.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member 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.

- 67.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 66.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 67.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 67.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 67.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 67.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the appropriate People Leader, should, in consultation with the staff member, 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.
- 67.19 If such adjustments cannot reasonably be made, the appropriate People Leader must grant the staff member 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.
- 66.20 Communication during parental leave
- 67.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, icare 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 staff member held before commencing parental leave; and
 - (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - 67.20.2 The staff member shall take reasonable steps to inform the appropriate People Leader about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - 67.20.3 The staff member shall also notify the appropriate People Leader of changes of address or other contact details which might affect icare's capacity to comply with paragraph 67.20.1.

68. Purchased Leave

- 68.1 A staff member may apply to enter into an agreement with icare to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 68.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account the business needs and work demands.
 - 68.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

- 68.1.3 The leave will count as service for all purposes.
- 68.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 68.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 68.2.2 To calculate the purchased leave rate of pay, the staff member'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.
- 68.3 Purchased leave is subject to the following provisions:
- 68.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 68.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 68.3.3 Sick leave cannot be taken during a period of purchased leave.
- 68.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 68.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 68.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 68.4 Specific conditions governing purchased leave may be amended from time to time by the Chief People Officer in consultation with the Association. The Board may make adjustments relating to their salary administration arrangements.

69. Recreation Leave

- 69.1 Accrual
- 69.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 69.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 69.1.3 Recreation leave accrues from day to day.
- 69.2 Limits on Accumulation and Direction to Take Leave
- 69.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the appropriate People Leader in special circumstances.
- 69.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the appropriate People Leader according to the wishes of the staff member.
- 69.2.3 The appropriate People Leader shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to

take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to icare.

69.2.4 The appropriate People Leader shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the icare.

69.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the icare must cooperate in this process. icare may direct a staff member with more than 8 weeks to take their recreation leave so that it reduces to below 8 weeks.

69.3 Conservation of Leave - If the appropriate People Leader is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the appropriate People Leader shall:-

69.3.1 Specify in writing the period of time during which the excess shall be conserved; and

69.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

69.3.3 An appropriate People Leader will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

69.4 Miscellaneous

69.4.1 Unless a local arrangement has been negotiated between the Chief People Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.

69.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

69.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 69.4.4.

69.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.

69.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 69.4.4 shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

69.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.

69.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 67, Parental Leave of this award.

69.4.8 On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.

69.4.9 A staff member to whom paragraph 69.4.8 applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

- 69.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 69.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 69.6.1 To the widow or widower of the staff member; or
- 69.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 69.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief People Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- 69.6.4 If there is no person entitled under paragraphs 69.6.1, 69.6.2 or 69.6.3 to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 69.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 80.7 or 80.8 respectively of clause 80, Shift Work of this Award.
- 69.8 Recreation leave does not accrue during leave without pay other than
- 69.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 69.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 69.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 69.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 69.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 69.9 A staff member entitled to additional recreation leave under paragraph 69.1.2, or under paragraphs 80.7.6 or 80.8.5 of clause 80, Shift Work of this Award, can elect at any time to cash out the additional recreation leave.

70. Annual Leave Loading

- 70.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 70.2 to 70.6, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 70.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member: -
- 70.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.

- 70.2.2 If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 70.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 70.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 70.3.2 17½% annual leave loading.
- 70.4 Maximum Loading - the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 70.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 70.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 70.6.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 70.6.2 If at least two weeks leave, as set out in paragraph 70.6.1, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- 70.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 70.6.1, is taken.
- 70.6.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- 70.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

71. Sick Leave

- 71.1 Illness in this clause and in clauses 71 and 72 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 71.2 Payment for sick leave is subject to the staff member:
- 71.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 71.2.2 Providing evidence of illness as soon as practicable if required by clause 72, Sick Leave - Requirements for Evidence of Illness of this Award.
- 71.3 If the appropriate People Leader is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the appropriate People Leader:
- 71.3.1 Shall grant to the staff member sick leave on full pay; and

- 71.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 71.4 The appropriate People Leader may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 71.4.1 is unable to carry out their duties without distress; or
- 71.4.2 risks further impairment of their health by reporting for duty; or
- 71.4.3 is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- 71.5 The appropriate People Leader may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 71.6 Entitlements. Staff members accruing sick leave:
- 71.6.1 At the commencement of employment with icare, a full-time staff member is granted an accrual of 5 days sick leave.
- 71.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 71.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 71.6.4 All continuous service as a staff member in the NSW Government Sector shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Sector is not continuous, previous periods of Government Sector service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 71.6.6 Notwithstanding the provisions of paragraph 71.6.4, sick leave accrued and not taken in the service of a Government sector employer may be accessed in terms of Part 3, Division 2 of the Government Sector Employment Regulation 2014, Cross-government sector leave arrangements.
- 71.6.7 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 71.6.8 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 71.6.9 Paid sick leave shall not be granted during a period of unpaid leave.
- 71.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the appropriate People Leader approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 71.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

72. Sick Leave - Requirements for Evidence of Illness

- 72.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the appropriate People Leader in respect of the absence.

- 72.2 In addition to the requirements under subclause 71.2 of clause 71, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the appropriate People Leader. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the appropriate People Leader for each occasion absent for the balance of the calendar year.
- 72.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member 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 appropriate People Leader is satisfied that the reason for the absence is genuine.
- 72.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the appropriate People Leader will advise them in advance.
- 72.5 If the appropriate People Leader is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the icare nominated medical assessor for advice.
- 72.5.1 The type of leave granted to the staff member will be determined by the appropriate People Leader based on the medical assessor's advice.
- 72.5.2 If sick leave is not granted, the appropriate People Leader will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 72.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of icare.
- 72.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 72.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the appropriate People Leader's discretion, another registered health services provider, or
- 72.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 72.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 72.7.3 at the appropriate People Leader's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 72.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the appropriate People Leader satisfactory evidence of illness in respect of an illness which occurred during the leave, the appropriate People Leader may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 72.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 72.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 72.9 Subclause 72.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

73. Sick Leave to Care for a Family Member

- 73.1 Where family and community service leave provided for in clause 63 of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause

73.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

73.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the appropriate People Leader may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

73.3 If required by the appropriate People Leader to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 72.6 of Sick Leave - Requirements for Evidence of Illness of this Award.

73.4 The entitlement to use sick leave in accordance with this clause is subject to:-

73.4.1 The staff member being responsible for the care and support of the person concerned; and

73.4.2 The person concerned being:-

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member 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.

74. Sick Leave - Workers Compensation

74.1 icare shall advise each staff member of their rights under the Workers Compensation and Injury Management Legislation, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

74.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers Compensation and Injury Management Legislation shall be required to lodge a claim for any such compensation.

74.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the appropriate People Leader shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

74.4 The appropriate People Leader will ensure that, once received by icare, a staff member's workers compensation claim is lodged by the icare with the workers compensation insurer within the statutory period prescribed in the Workers Compensation and Injury Management Legislation.

- 74.5 Pending the determination of that claim and on production of an acceptable medical certificate, the appropriate People Leader shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 74.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 74.7 A staff member 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 staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 74.7.1 Before approving the use of sick leave in this subclause, the appropriate People Leader must be satisfied that the staff member is complying with the obligations imposed by the *Workers Compensation and Injury Management Legislation* which requires that the staff member must:
- (a) participate and cooperate in the establishment of the required injury management plan for the staff member;
 - (b) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
 - (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (d) authorise the nominated treating doctor to provide relevant information to the insurer or the appropriate People Leader for the purposes of the injury management plan; and
 - (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 74.8 If a staff member notifies the appropriate People Leader that he or she does not intend to make a claim for any such compensation, the appropriate People Leader shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 74.9 A staff member may be required to submit to a medical examination under the *Workers Compensation and Injury Management Legislation* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 74.10 If icare provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation and Injury Management Legislation* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 74.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act* 1987.
- 74.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of: -
- 74.12.1 The staff member's claim for workers compensation;

- 74.12.2 The conduct of a medical examination by a Government or other Medical Officer;
- 74.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 74.12.4 Action taken by icare either under the Workers Compensation and Injury Management Legislation or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

75. Sick Leave - Claims Other Than Workers Compensation

- 75.1 If the circumstances of any injury to or illness of a staff member 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 staff member on completion of an acceptable undertaking that: -
 - 75.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by icare to the staff member; and
 - 75.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to icare the monetary value of any such period of sick leave.
- 75.2 Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the appropriate People Leader is satisfied that the refusal or failure is unavoidable.
- 75.3 On repayment to icare of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

76. Special Leave

- 76.1 Special Leave - Jury Service
 - 76.1.1 A staff member shall, as soon as possible, notify the appropriate People Leader of the details of any jury summons served on the staff member.
 - 76.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the appropriate People Leader a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - 76.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the appropriate People Leader shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the appropriate People Leader shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 76.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by icare.
- 76.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member 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) shall:

- 76.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 76.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member 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.
- 76.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by icare for the required period.
- 76.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 76.5 Special Leave - Examinations -
- 76.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the appropriate People Leader.
- 76.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 76.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 76.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this Award.
- 75.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 76.8 Return Home When Transferred to New Location -- Special leave shall be granted to a staff member 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.
- 76.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 76.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Group Executive for such other purposes as they consider appropriate.
- 76.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 77, Leave for Matters Arising from Domestic Violence, have been exhausted, the Group Executive shall 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.

77. Leave for Matters Arising from Domestic Violence

- 77.1 The definition of domestic violence is found in clause 3.18 of this Award.
- 77.2 Leave entitlements provided for in clause 63, Family and Community Service Leave, clause 71, Sick Leave and clause 73, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 77.3 Where the leave entitlements referred to in subclause 77.2 are exhausted, the Group Executive shall grant Special Leave as per subclause 76.11.
- 77.4 The appropriate People Leader 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.
- 77.5 Personal information concerning domestic violence will be kept confidential by icare.
- 77.6 The appropriate People Leader, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

78. Staff Development and Training Activities

- 78.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
 - 78.1.1 All staff development courses conducted by a NSW Government Sector organisation;
 - 78.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 78.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 78.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities: -
 - 78.2.1 Activities for which study assistance is appropriate;
 - 78.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
 - 78.2.3 Activities which are of no specific relevance to the NSW Government Sector.
- 78.3 Attendance of a staff member at activities considered by the appropriate People Leader to be:
 - 78.3.1 Essential for the efficient operation of icare; or
 - 78.3.2 Developmental and of benefit to the NSW Government sector shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 78.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of icare:
 - 78.4.1 Recognition that the staff members are performing normal duties during the course;

- 78.4.2 Adjustment for the hours so worked under flexible working hours;
- 78.4.3 Payment of course fees:
- 78.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 78.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the appropriate People Leader is satisfied that the approval to attend constitutes a direction to work overtime under clause 81 Overtime - General of this Award.
- 78.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to icare:
- 78.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 78.5.2 Payment of course fees;
- 78.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 78.5.4 Such other conditions as may be considered appropriate by the appropriate People Leader given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 78.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the Government sector, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the appropriate People Leader is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 78.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

79. Study Assistance

- 79.1 The appropriate People Leader shall have the power to grant or refuse study time.
- 79.2 Where the appropriate People Leader approves the grant of study time, the grant shall be subject to:
- 79.2.1 The course being a course relevant to icare and/or the Government sector;
- 79.2.2 The time being taken at the convenience of icare; and
- 79.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 79.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 79.4 Study time may be used for:
- 79.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

- 79.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 79.4.3 Private study; and/or
- 79.4.4 Accumulation, subject to the conditions specified in subclauses 79.6 to 79.9 of this clause.
- 79.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows: -
- 79.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 79.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 79.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 79.6 to 79.9.
- 79.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of icare.
- 79.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and icare.
- 79.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member 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.
- 79.9 Staff members 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.
- 79.10 Where a staff member 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.
- 79.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 79.12 Correspondence Courses - Study time for staff members 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.
- 79.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 79.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 79.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 79.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.

- 79.17 The period granted as examination leave shall include:
- 79.17.1 Time actually involved in the examination;
- 79.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 79.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 79.19 Study Leave - Study leave for full-time study is granted to assist those staff members 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.
- 79.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 79.21 Study leave shall be granted without pay, except where the Chief People Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief People Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 79.22 Where financial assistance is approved by icare for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 79.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the icare may choose to identify courses or educational programmes of particular relevance or value and establish a scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - SHIFT WORK AND OVERTIME

80. Shift Work

- 80.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:
- | | |
|---|-------|
| Day - at or after 6am and before 10am | Nil |
| Afternoon - at or after 10am and before 1pm | 10.0% |
| Afternoon - at or after 1pm and before 4pm | 12.5% |
| Night - at or after 4pm and before 4am | 15.0% |
| Night - at or after 4am and before 6am | 10.0% |
- 80.2 The loadings specified in subclause 79.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 80.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 80.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

- 80.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 80.6 Public Holidays - With the exception of classifications listed in subclauses 80.7 and 80.8, the following shall apply:
- 806.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 80.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 80.7 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the appropriate People Leader.
- 80.8 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty-eight (48) hours' notice of the proposed change.
- 80.9 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 80.10 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 82, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 80.11 Time spent off duty may be calculated by determining the amount of time elapsed after: -
- 80.11.1 The completion of an ordinary rostered shift; or
- 80.11.2 The completion of authorised overtime; or
- 80.11.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 80.12 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

81. Overtime - General

- 81.1 A staff member may be directed by the appropriate People Leader to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 81.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 81.1.2 Any risk to staff member health and safety,
- 81.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

81.1.4 The notice (if any) given by the appropriate People Leader regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or

81.1.5 Any other relevant matter.

81.2 Payment for overtime shall be made only where the staff member works directed overtime.

81.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the appropriate People Leader to work more than 7 hours after finishing overtime or before commencing overtime.

81.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:

81.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or

81.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or

81.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

82. Overtime Worked By Shift Workers

82.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

82.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

82.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

82.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

82.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

82.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.

82.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

83. Overtime Worked By Day Workers

83.1 The provisions of this clause shall not apply to:

83.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 80, Shift Work and clause 82, Overtime Worked by Shift Workers of this Award apply;

83.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Chief People Officer and the Association;

83.1.3 Staff members to who overtime provisions apply under another industrial instrument;

83.1.4 Staff members whose salary includes compensation for overtime; and

83.1.5 Staff members who receive an allowance in lieu of overtime.

83.2 Rates - Overtime shall be paid at the following rates:

83.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this Award apply;

83.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;

83.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;

83.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

83.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.

83.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

83.5 Rest Periods

83.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

83.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

84. Recall to Duty

84.1 A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

84.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

84.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

84.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

- 84.5 A recall to duty commences when the staff member 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.
- 84.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 84.7 This clause shall not apply in cases where it is customary for a staff member to return to icare's premises to perform a specific job outside the staff member'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 shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

85. on-Call (Stand-By) and On-Call Allowance

- 85.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 85.1.1 Entitled to be paid the on call allowance set out in Item 8 of Table 5 - Allowances of Part F Monetary Rates when directed by the appropriate People Leader to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 85.1.2 If a staff member who is on call and is called out by icare, the overtime provisions as set out in clause 82, Overtime Worked by Shift Workers and clause 83, Overtime Worked by Day Workers of this Award, whichever is appropriate, shall apply to the time worked;
- 85.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

86. Overtime Meal Breaks

- 86.1 Staff Members Not Working Flexible Hours - a Staff Member Required to Work Overtime on Weekdays for an Hour and a Half Or More After the Staff Member's Ordinary Hours of Duty on Weekdays, Shall be Allowed 30 Minutes for a Meal and Thereafter, 30 Minutes for a Meal After Every Five Hours of Overtime Worked.
- 86.2 Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 86.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

87. Overtime Meal Allowances

- 87.1 If an adequate meal is not provided by icare, a meal allowance shall be paid by icare at the appropriate rate specified in Item 12 of Table 5 - Allowances of Part F, Monetary Rates, provided the appropriate People Leader is satisfied that:
- 87.1.1 the time worked is directed overtime;
- 87.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;

87.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and

87.1.4 overtime is not being paid in respect of the time taken for a meal break.

87.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the appropriate People Leader shall approve payment of actual expenses.

87.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

87.4 Receipts shall be provided to the appropriate People Leader or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

87.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief People Officer and the Association from negotiating different meal provisions under a local arrangement.

88. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the appropriate People Leader approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

89. Payment for Overtime Or Leave in Lieu

89.1 The appropriate People Leader shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 89.2.

89.2 The following provisions shall apply to the leave in lieu:

89.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment.

89.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

89.2.3 The leave must be taken at the convenience of icare, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 73, Sick Leave to Care for a Sick Family Member of this Award apply.

89.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section.

89.2.5 Leave in lieu accrued in respect of overtime shall be given by icare and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief People Officer and the Association.

89.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

90. Calculation of Overtime

90.1 Unless a minimum payment in terms of subclause 83.4 of Overtime Worked by Day Workers of this Award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

90.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

90.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:-

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

90.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

90.5 Overtime is not payable for time spent travelling.

91. Provision of Transport in Conjunction With Working of Overtime

91.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of a staff member on overtime or a regular or rotating shift roster does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with icare where knowledge of each particular situation will enable appropriate judgements to be made.

91.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

91.3 Provision of Taxis

Where a staff member:

91.3.1 ceases overtime duty after 8.00 p.m., or

91.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 9 - MISCELLANEOUS

92. Anti-Discrimination

92.1 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.

- 92.2 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.
- 92.3 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.
- 92.4 Nothing in this clause is to be taken to affect:
- 92.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 92.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 92.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 92.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 92.5 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.
- 92.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 92.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

93. Area, Incidence and Duration

- 93.1 This Award shall apply to full time and part-time employees, temporary employees and casual employees of Insurance and Care NSW.
- 93.2 This Award shall take effect on and from 1 July 2017 and remains in force for a period of 12 months or until varied or rescinded.

94. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, or under the circumstances outlined in Clause 6 of this Award, 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 2018 by a party to this Award.

PART B

ADMINISTRATION AND CLERICAL OFFICERS

1. Salaries - Administrative and Clerical Officers

- 1.1 The salary rates for Administrative and Clerical Officers on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part F, Monetary Rates.
- 1.2 An Administrative and Clerical Officers on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less the amount set out in Table 1 - Salaries for Clerk General Scale Step 4.

- 1.3 An Administrative and Clerical Officers on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 5.
- 1.4 An Administrative and Clerical Officers on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 6.
- 1.5 Positions are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Board.
- 1.6 An Administrative and Clerical Officers temporarily employed is paid the weekly equivalent of the annual salary prescribed in Table 1.

2. Promotion - Administrative and Clerical Officers

Promotion of Administrative and Clerical Officers to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade

PART C

DEPARTMENTAL PROFESSIONAL OFFICERS

1. Salaries - Departmental Professional Officers

- 1.1 The salary rates for Departmental Professional Officers are set out in Table 2 of Part F, Monetary Rates.
- 1.2 Departmental Professional Officers temporarily employed are paid the weekly equivalent of the annual salary prescribed in Table 2.

2. Increments -Departmental Professional Officers

- 2.1 The payment of increments under the scale of salaries prescribed for Departmental Professional Officers shall be subject to approval by the appropriate People Leader.
- 2.2 One month prior to the date on which a Departmental Professional Officer will become eligible for an increment of salary, the appropriate People Leader shall report as to conduct and the manner in which the duties of the officer have been performed.
- 2.3 In cases where the recommendation of the appropriate People Leader is averse to the granting of an increment, the officer affected shall have the right of appeal.

3. Calculation of Service

- 3.1 In calculating years of service the period shall not take into account any period in respect of which an increment has been refused.
- 3.2 Service will not include any leave of absence without pay exceeding five days in any incremental year.

PART D

LEGAL OFFICERS

1. Salaries - Legal Officers

- 1.1 A minimum salary at the rate prescribed for the fifth year of service in Grade 1 shall be paid to a Legal officer who:
 - a) Has been admitted as a Solicitor of the Supreme Court of New South Wales; or

- b) Has completed two years practical legal experience in Insurance and Care NSW or its predecessor at the time of the signing of this award or the equivalent approved by the Board; or
 - c) Has been admitted as a Barrister of the Supreme Court of New South Wales and either:
 - i) Prior to such admission had completed two years practical legal experience in Insurance and Care or its predecessor at the time of the signing of this award or the equivalent approved by the Board; or
 - ii) Since acquiring the qualification by virtue of which the Legal officer was so admitted has:
 - (a) Complete twelve months approved practical legal experience in Insurance and Care or its predecessor at the time of the signing of this award or the equivalent approved by the Board; or
 - (b) Completed two years satisfactory and appropriate practical legal experience.
- 1.2 No Legal officer shall be eligible to progress beyond the salary prescribed for the second year of service in Grade II until the Legal officer has complied with the requirements of paragraphs (a) or (c) of proviso 1 of this clause.
- 1.3 Legal Officers temporarily employed shall, unless otherwise determined by the Board, be paid the weekly equivalent of the annual rates specified.
- 1.4 The salary of a retired Legal officer who is re-employed after attaining age 60 years at a salary within Grade I, II or III of this Agreement shall not be increased beyond the salary point at which the Legal officer is employed without the special approval of the Board.
- 1.5 The salary rates for Legal Officers are set out in Table 3 of Part F, Monetary Rates

2. Increments - Legal Officers

- 2.1 The payment of increments under the scale of salaries prescribed for Legal Officers shall be subject to approval by the appropriate People Leader.
- 2.2 One month prior to the date on which a Legal Officer will become eligible for an increment of salary, the appropriate People Leader shall report as to conduct and the manner in which the duties of the officer have been performed.
- 2.3 In cases where the recommendation of the appropriate People Leader is averse to the granting of an increment, the officer affected shall have the right of appeal to the CEO&MD.

3. Conditions for Progression - Legal Officers

- 3.1 A Legal Officer who has served for twelve months on the maximum rate prescribed for Grade I shall be advanced to the minimum salary for Grade II provided that the Group Executive, after the necessary review, has certified:
 - 3.1.1 That work appropriate to Grade II is available; and
 - 3.1.2 That the Legal Officer concerned is suitable to be allotted to such work and the Group Executive approves the progression of the said officer to Grade II. The review shall be made by the Group Executive in the case of every officer at or prior to the completion of twelve months service on the maximum rate prescribed for Grade I.
- 3.2 After twelve months service on the maximum salary prescribed for Grade II a Legal Officer shall be eligible to be considered for progression to Grade III. Upon such occurrence the Group Executive shall review the quality of work being performed or the quality of work which is available to be assigned to the Legal Officer. If the Group Executive is satisfied;

- 3.2.1 That work appropriate to Grade III is required to be performed;
- 3.2.2 That the Legal Officer concerned is suitable to be allotted to such work; and
- 3.2.3 That the Legal Officer's performance of the duties warrants such progression,

The Group Executive may approve the progression to Grade III from the anniversary of the attainment of the maximum salary prescribed for Grade II if the Legal Officer satisfies the requirements of this sub-clause at that date or from such date that the conditions of these requirements are satisfied.

- 3.3 Promotion beyond Grade III shall be subject to the occurrence of a vacancy.

PART E

SENIOR OFFICERS

1. Salaries - Senior Officers

- 1.1 All senior officers will be paid in accordance with the salary structure as set out in Table 4 of Part F, Monetary Rates.
- 1.2 Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- 1.3 There is to be no broadbanding of grades.

PART F

MONETARY RATES

SALARIES AND CLASSIFICATIONS

- 1.1 At the time of the making of this Award, no officer 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 classifications and salary rates set out in Tables 1 to 4 in Part F, Monetary Rates of this award, are set in accordance with the Crown Employees (Public Sector - Salaries 2017) Award. Should there be any variation or replacement Award of this Award, Insurance and Care staff members will maintain the same salary relationship.

Administrative and Clerical Officers

Table 1

Classification and Grades	Common Salary Point	1.7.17 Per annum \$
Clerks General Scale		
Clerks General Scale step 1	4	29,855
Clerks General Scale step 2	6	33,880
Clerks General Scale step 3 - 1st year of service or 18 years	7	36,012
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	40,805

Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	43,557
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	46,945
Clerks General Scale step 7	20	48,225
Clerks General Scale step 8	23	50,265
Clerks General Scale step 9	25	51,177
Clerks General Scale step 10	28	52,447
Clerks General Scale step 11	32	54,387
Clerks General Scale step 12	36	56,358
Clerks General Scale step 13	40	58,440
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale		
Grade 1 1st year of service Thereafter	46 49	61,658 63,469
Grade 2 1st year of service Thereafter	52 55	65,240 67,031
Grade 3 1st year of service Thereafter	58 61	68,929 71,008
Grade 4 1st year of service Thereafter	64 67	73,224 75,476
Grade 5 1st year of service Thereafter	75 78	81,369 83,935
Grade 6 1st year of service Thereafter	82 85	87,225 89,781
Grade 7 1st year of service Thereafter	88 91	92,470 95,235
Grade 8 1st year of service Thereafter	95 98	99,204 102,359
Grade 9 1st year of service Thereafter	101 104	105,409 108,373
Grade 10 1st year of service Thereafter	108 111	112,797 116,157
Grade 11 1st year of service Thereafter	116 120	121,917 127,085
Grade 12 1st year of service Thereafter	126 130	135,045 140,996

Departmental Professional Officers

Table 2

Classification and Grades	Common Salary Point	1.7.17 Per annum \$
Grade I - 1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service and thereafter	76	82,265
Grade II - 1st year of service	81	86,293
2nd year of service	84	88,851
3rd year of service	87	91,559
4th year of service and thereafter	91	95,235
Grade III - 1st year of service	95	99,204
2nd year of service	98	102,359
3rd year of service	100	104,397
4th year of service and thereafter	104	108,373
Grade IV - 1st year of service	108	112,797
2nd year of service and thereafter	110	115,033
Grade V - 1st year of service	114	119,548
2nd year of service and thereafter	116	121,917
Grade VI - 1st year of service	119	125,714
2nd year of service and thereafter	121	128,178
Grade VII - 1st year of service	124	132,140
2nd year of service and thereafter	126	135,045
Grade VIII - 1st year of service	129	139,440
2nd year of service and thereafter	130	140,996

Legal Officers

Table 3

Classification and Grades	Common Salary Point	1.7.17 Per annum \$
Legal Officers Grade I 1st year of service	51	64,583
2nd year of service	55	67,031
3rd year of service	58	68,929
4th year of service	61	71,008
5th year of service	65	73,840

Grade II		
1st year of service	73	79,922
2nd year of service	78	83,935
3rd year of service	84	88,851
4th year of service	89	93,401
5th year of service	93	97,126
Grade III		
1st year of service	98	102,359
2nd year of service	101	105,409
3rd year of service	105	109,475
Grade IV		
1st year of service	112	117,291
2nd year of service	114	119,548
Grade V		
1st year of service	119	125,714
2nd year of service	121	128,178
Grade VI		
1st year of service	126	135,045
2nd year of service	128	137,891

Senior Officers

Table 4

Classification and Grades	1.7.17 Per annum \$
Grade 1	
Year 1	157,763
Year 2	169,993
Grade 2	
Year 1	172,870
Year 2	185,059
Grade 3	
Year 1	191,251
Year 2	209,938

Rates and Allowances

Table 5

Effective 1 July 2017

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	\$27.05
	30.1.2	Dinner	\$51.85
	30.1.3	Lunch	\$30.45
		Tier 2 and other country centres	
		(see list in item 2)	
	30.1.1	Breakfast	\$24.25
	30.1.2	Dinner	\$47.70
	30.1.3	Lunch	\$27.65

2		Travelling allowances	
	27.8.2	Capital cities	Per day
		Adelaide	\$285.70
		Brisbane	\$333.70
		Canberra	\$296.70
		Darwin	\$344.70
		Hobart	\$266.70
		Melbourne	\$301.70
		Perth	\$331.70
		Sydney	\$313.70
	27.8.2	Other country centres	\$228.95
	27.8.2	Incidental expenses when claiming actual expenses - all locations	\$19.35
	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	\$19.35
4		Use of private motor vehicle	Cents per kilometre
	35.2	Official business	66.0
	35.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the 1600cc or less official business rate)	33.0
	35.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	8.6
5	37	Insurance cover	Up to \$1,173
6	38.2	Exchanges	Actual cost
7	39.1	Room at home used as office	\$931 pa
8	84.1.1	On-call (stand-by) and on-call allowance	\$0.96 per hour
9	40.1	Uniforms, protective clothing and laundry allowance	\$4.85 per week
10	42.1	Community language allowance scheme (effective ffpp on or after 1 July 2017)	Per annum
		- Base Level Rate	\$1,379 pa
		- Higher Level Rate	\$2,072 pa
11	43.1	First aid allowance (effective ffpp on or after 1 July 2017)	Per annum
		- Holders of basic qualifications	\$888 pa
		- Holders of current occupational first aid certificate	\$1,334 pa
12	87.1	Overtime meal allowances	Effective 1 July 2017
		Breakfast	\$30.05
		Lunch	\$30.05
		Dinner	\$30.05
		Supper	\$11.15

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).

P. KITE , Chief Commissioner

NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 191804 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

1. Arrangement

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

PART B - MONETARY RATES

Table 1 - Salary Rates

Table 2 - Sole Practitioner Allowance

2. Definitions

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

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

3. Classification of Health Professionals

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

4. Qualifications

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

5. Salaries

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

6. Sole Practitioner Allowance

- 6.1. The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:

are the only practitioner of their discipline at the site; and

are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or

undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.
- 6.2. The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of Part B - Monetary Rates of this Award.

7. Conditions of Service

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

8. Dispute Resolution

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

9. Anti-Discrimination

- 9.1. It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

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

Notes:

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

10. Expanded Scope of Practice

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

11. No Extra Claims

- 11.1. Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

12. Translation Arrangements

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

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

12.1.5 Nothing contained in this Award shall operate to reduce the wages or conditions of employment available to any employee at the time of the Award coming into effect.

13. Personal Regrading

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

14. Area, Incidence and Duration

- 14.1. This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries and Table 2 - Sole Practitioner Allowance, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- 14.2. This Award rescinds and replaces the NSW Health Service Health Professionals (State) Award published 29 July 2016 (380 I.G. 446) and all variations thereof.

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

SCHEDULE A - HEALTH PROFESSIONAL CLASSIFICATIONS

Audiologist

Art Therapist

Counsellor

Dietitian

Diversional Therapist

Exercise Physiologist

Genetic Counsellor

Music Therapist

Occupational Therapist

Orthoptist

Orthotist/Prosthetist

Physiotherapist

Play Therapist

Podiatrist

Sexual Assault Worker

Social Worker

Speech Pathologist

Welfare Officer

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

SCHEDULE B - CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS

Level 1

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

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

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

Level 1 staff participate in quality activities and workplace education.

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

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

Level 2

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

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

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

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

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

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

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

Sole Practitioner Allowance

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

Levels 3 and 4

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

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

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

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

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also

conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

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

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

Senior Clinician

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

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

Senior Clinician (Level 3)

Level 3 Senior Clinicians include the following:

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

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

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

Senior Clinician (Level 4)

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

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

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

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

Deputy Department Head

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

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

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

Unit Head or Team Leader

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

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

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

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

Department Head (Level 4)

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

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

Student Educator (Level 4)

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

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

The student educator may also have a clinical load.

Levels 5 and 6

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

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

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

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

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

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

Department Head

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

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

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

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

Deputy Department Head

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

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

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

Unit Head or Team Leader

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

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

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

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

Health Professional Educator (Level 5)

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

Clinical Specialist (Level 6)

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

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

has extensive experience in their field of expertise; and

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

A clinical specialist will possess

clinically relevant post graduate qualifications; or

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

a substantive academic conjoint appointment.

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

Level 7

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

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

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

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

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

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

Deputy Department Head

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

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

Unit Head or Team Leader

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

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

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

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

Department Head

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

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

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

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

Level 8

Discipline Specific Director/Advisor

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

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

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

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

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

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

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

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

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

may have a dual role of department head

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

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

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

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

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

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

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

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

SCHEDULE C - QUALIFICATION REQUIREMENTS

Audiologist

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

Art Therapist

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

Counsellor

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

Dietitian

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

Diversional Therapist

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

Exercise Physiologist

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

Genetics Counsellor

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

Music Therapist

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

Occupational Therapist

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

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

Orthoptist

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

Orthotist/Prosthetist

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

Physiotherapist

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

Must hold general registration with the Physiotherapy Board of Australia

Play Therapist

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

Podiatrist

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

Must hold general registration with the Podiatry Board of Australia

Sexual Assault Worker

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

Social Worker

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

Speech Pathologist

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

Welfare Officer

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

PART B

MONETARY RATES

Table 1 - Salaries

LEVEL	YEAR OR GRADE	Rate from ffppoa 01/07/2017 2.5% \$ per annum
Level 1	Year 1	61,173
	Year 2	63,476
	Year 3	67,388
	Year 4	72,018
Level 2	Year 1	76,987
	Year 2	81,871
	Year 3	85,855
	Year 4	88,627
Level 3	Year 1	95,325
	Year 2	98,516
Level 4	Year 1	103,441
	Year 2	106,026
Level 5	Year 1	111,329
	Year 2	114,113
Level 6	Year 1	119,769
	Year 2	122,813

Level 7	Grade 1	128,953
	Grade 2	135,401
	Grade 3	142,170
Level 8	Grade 1	135,401
	Grade 2	142,170
	Grade 3	149,280
	Grade 4	156,743

Table 2 - Sole Practitioner Allowance

Allowance	Rate from ffppoa 01/07/2017 \$ per annum
Sole Practitioner Allowance	6,698

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/195647)

Before Chief Commissioner Kite

4 July 2017

AWARD

1. Title

This Award shall be known as the "Operational Ambulance Officers (State) Award".

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement

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4. Definitions
5. Classifications
6. Introduction of Change

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SECTION 1. GENERAL

3. Object

The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.

4. Definitions

"Day Worker" means an employee who works his or her ordinary hours from Monday to Friday inclusive and who commences work on such days between 6:00 a.m. and 10:00 a.m. inclusive.

"Employee" means an Officer and/or Operational Ambulance Officer of the Service who is employed pursuant to this Award.

"Modified Hours Roster" means any roster which arranges the hours of duty of full-time employees in a format other than on an eight (8) hours per shift basis.

"Officer and/or Operational Ambulance Officer" means an employee of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service of the Health Commission on and from 1 January 1977 and continuous service of the Health Administration Corporation on and from 17 August 1982, and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

"The Service" means the Ambulance Service of New South Wales.

"Shift Worker" means an employee who is not a day worker as defined. "The Ministry" means the Ministry of Health.

"Union" means the Health Services Union NSW and/or Australian Paramedics Association (NSW).

The "Working Week" for the purpose of this Award, shall commence on Saturday and finish on Friday.

5. Classifications

The Table at Section 9 Transitional Arrangements provides the transition arrangements from the previous classification into the new classification structure effective from the first pay period commencing on or after 12 September 2008.

(a) Division 1

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

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

- (ii) Patient Transport Officer means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Patient Transport Officer and who is appointed to an approved Patient Transport Officer position.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for Patient Transport Officers as determined by the Service.

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

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The parties agree that this classification will remain a source of alternative duties for injured officers requiring rehabilitation as a result of workplace injury.

(b) Division 2

- (i) Trainee Paramedic means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic Intern and who is appointed to an approved Trainee Paramedic position.

This category of employee will be involved in emergency and routine patient transport as a second officer utilising emergency and basic life support skills. Inter alia, this category of employee will receive training and certification in emergency ambulance care, protocols, procedures and pharmacology, anatomy and physiology, patient handling, occupational health and safety, equal employment opportunity, anti-discrimination, anti-harassment and driver training.

- (ii) Paramedic Intern means an employee who is undertaking the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic Intern position.

- (iii) Paramedic means an employee who has successfully completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic and who is appointed to an approved Paramedic position. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three (3) years.

- (iv) Paramedic Specialist means an employee who has successfully completed the requirements to be a Paramedic and who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist. Paramedic Specialist will include:

1. Intensive Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Intensive Care Paramedic and who is appointed to an approved Intensive Care Paramedic position.
2. Extended Care Paramedic means an employee who has completed the necessary and relevant training and work experience as determined by the Service to become a Paramedic Specialist - Extended Care Paramedic and who is appointed to an approved Extended Care Paramedic position.
3. Other such specialist categories as may be developed between the parties.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

- (v) Critical Care Paramedic (Aeromedical) means an employee who has completed the necessary and relevant training and work experience as a Paramedic Specialist as determined by the Service to be a Critical Care Paramedic (Aeromedical) and who is appointed to an approved Critical Care Paramedic (Aeromedical) position or is working as an independent Critical Care Paramedic (Aeromedical) on a Critical Care Paramedic (Aeromedical) roster.

Critical Care Paramedics (Aeromedical) are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8 Monetary Rates of this Award.

- (vi) Critical Care Paramedic (Aeromedical) Team Leader means an employee who has completed the requirements for a Critical Care Paramedic (Aeromedical) and who has successfully completed the requirements for and is appointed to a Critical Care Paramedic (Aeromedical) Team Leader position identified as such by the Service.

Critical Care Paramedic (Aeromedical) Team Leaders are not entitled to the Specialist Allowance which is set out in Item 1 of Table 2A - Allowances of Section 8, Monetary Rates of this Award.

Team Leader (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Team Leader position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

Station Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for Paramedic and who has successfully completed the requirements for and is appointed to a Station Manager position identified as such by the Service. Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their clinical certificate to practice and the reissue of their clinical certificate to practice every three years.

District Manager (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a District Manager position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

Ambulance Clinical Educator (rank insignia will be in accordance with the Service's Uniform Policy as contained in clause 37 a(ii)) means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Educator position identified as such by the Service.

This category of employee will be principally involved in the Clinical Science theory and clinical education of employees utilising advanced educational and management skills.

This category of employee will be principally involved with Clinical Science theory and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of clinical science based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Clinical Educator is also required to manage clinical and paramedical education courses and programs.

Clinical Educators not holding a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses as required by the Service.

Clinical Educators who are eligible for and who wish to maintain a certificate to practice shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Ambulance Paramedic Educator means an employee who has successfully completed the requirements for and is appointed to an Ambulance Paramedic Educator position identified as such by the Service.

This category of employee will be principally involved theoretical and paramedical, competency based education and training programs, will be required to give advice about and be responsible for the development of paramedical based curricula, adult education and education modalities and will be required to give advice to employees regarding course content, course progression and learning techniques. The Paramedic Educator is also required to manage paramedical education courses and programs.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Ambulance Clinical Training Officer means an employee who has successfully completed the requirements for and is appointed to an Ambulance Clinical Training Officer position identified as such by the Service.

This category of employee will be principally involved in the provision of training on an individual or small group basis in the local area and primarily would rely on training material developed on a central basis with project input by some or all of the Clinical and Paramedic Training Officers.

The Clinical Training Officer is responsible for the planning, delivery and evaluation of education and training programs for operational staff, including Trainee Paramedics, Paramedics and Patient Transport Officers that are consistent with National Competency Standards and the Service's policies and procedures.

Provided that such an employee shall be required to undertake and successfully complete further instruction/in-service courses necessary for the maintenance of their certificate to practice and the reissue of their certificate to practice every three years.

Operations Centre (Standby) Allowance means the allowance paid to Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to undertake the duties of an Ambulance Operations Centre Officer, Duty Operations Centre Officer and/or a Senior Operations Centre Officer.

The allowance as set out in Item 2 of Table 2A - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Rescue (Standby) Allowance means the allowance paid to a Paramedic, Paramedic Specialist, Team Leader, Station Manager or District Manager who has completed the training required by the Service and may be reasonably required by the Service to be rostered to an accredited Ambulance Rescue Unit.

The allowance as set out in Item 2 of Table 2A - Allowances of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Specialist Allowance is paid to an employee who has successfully completed the requirements for and is appointed by the Service to an identified Specialist position of Special Casualty Access Team (SCAT), Rescue and/or other specialties as agreed to by the parties. Provided that such an

employee shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years.

The allowance as set out in Item 1 of Tables 2A - Allowances, of Section 8 - Monetary Rates shall be regarded as part of the salary for all purposes of this Award.

Trainee Ambulance Operations Centre Officer means an employee who is required to undertake and successfully complete the requirements for appointment to an Ambulance Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non- emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems. Inter alia this category of employee will receive training and certification by the Service in Occupational Health and Safety, Ambulance First Aid, Medical Terminology, Computer Aided Dispatch and Telecommunications Systems, Computer mapping, emergency vehicle movement coordination, Equal Employment Opportunity, Anti-Discrimination and Anti-Harassment.

Paramedic Interns, Paramedics, Paramedic Specialists, Team Leaders, Station Managers, and District Managers are to be paid in addition to their current wage, the Operations Centre Allowance as set out in Item 2 of Table 2B - Additional Allowances, of Part B, Monetary Rates.

Ambulance Operations Centre Officer means an employee who has successfully completed the requirements as set out for Trainee Ambulance Operations Centre Officer and who is appointed to an Ambulance Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non- emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every three years. The parties agree that this classification will remain a source of alternative duties for injured officers requiring short term rehabilitation as a result of a workplace injury in which case they will need to be provided with training and successfully complete the requirements set out for a Trainee Ambulance Operations Centre Officer.

Ambulance Operations Centre Officer - Paramedic and Paramedic Specialist

Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers who are permanently appointed to positions of Ambulance Operations Centre Officer are to be paid up to the maximum rate applicable for a Paramedic Specialist and are to be paid, in addition to their wages and allowances, the Operations Centre Allowance as set out in Table 2B of Section 8 Monetary Rates. This allowance is only applicable to Paramedics, Paramedic Specialists, Station Managers and District Managers for the time in which Operations Centre activities are undertaken.)

Ambulance Operations Centre Officer - Non Paramedic

Non paramedic officers are paid at the rates specified in Table 1B of Section 8 Monetary Rates.

Duty Operations Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Duty Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non- emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

Senior Operations Centre Officer means an employee who has successfully completed the requirements as set out for a Paramedic and who has successfully completed the requirements for and is appointed to a Senior Operations Centre Officer position identified as such by the Service.

This category of employee will be involved in the dispatch and movement of emergency and non-emergency ambulances utilising the Service's Computer Aided Dispatch and Telecommunication systems utilising management skills.

This category of employee will be required to give advice regarding emergency and non-emergency ambulance care and may be required to be involved in emergency and routine patient transport utilising management skills in addition to emergency and basic life support skills.

Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

Aeromedical Operations Officer means an employee who has successfully completed the requirements for and is appointed to an Aeromedical Operations Officer position identified as such by the Service. Provided that such an officer shall be required to undertake and successfully complete further instruction/in service courses and certification examinations as required by the Service every 3 years.

6. Introduction of Change

Any proposal that will significantly affect employees covered by the Award will be the subject of genuine consultation between the parties.

Should such a change lead to an expanded scope of practice for any classification or group of employees covered by this Award, the parties agree to discuss the impact of this on the classification structure.

SECTION 2. EMPLOYMENT CONDITIONS

7. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- (b) The Service 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 and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) of this clause shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

8. Vacancies and Promotion

- (a) Advertisement of vacant positions shall be notified throughout the Service by regular vacancy circulars distributed via the Service Intranet.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received, provided that the Service can re- advertise the position if necessary.
- (d) Subclauses a, b, and c are overruled to the extent necessary for the implementation of the Ambulance Service's lateral transfer policy. Any changes to this policy will be the subject of consultation.

Trial Remote Incentive Initiative

- (e) The Service will trial a remote incentive initiative as set out in the Service's Trial Remote Incentive Policy and the trial will take place over the three year period of this Award. Any change in the policy within this period will be the subject of consultation. The parties acknowledge that the trial may be terminated by the Service at the end of the three year period.

9. Appointment of Officers

- (a) All employees appointed, excepting Trainee Patient Transport Officers, shall be appointed on probation for a period of twelve months from the date of their appointment or re-appointment to the Service. For Trainee Patient Transport Officers, the period of probation will be six months from the date of appointment or re-appointment to the Service.
- (b) An employee engaged under this Award shall be engaged as a permanent full-time, permanent part-time, temporary full-time, temporary part-time, or casual.
- (c) Every employee will be provided with a position description as developed between the parties commensurate with their position, which he or she will be required to sign.
- (d) Permanent Full-Time Employee
 - (i) A permanent full-time employee is a permanent employee who is required to work an average of 38 hours per week in accordance with clause 20, Hours of Duty.
- (e) Permanent Part-Time Employee
 - (i) A permanent part-time employee is permanently appointed by the Service to work a specified number of hours per week, which are less than the full-time hours prescribed in clause 20 Hours of Duty.
 - (ii) A permanent full-time employee may also work as a permanent part-time employee for an approved specified period of time e.g. 12 months. The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities. At the conclusion of the approved specified period of time, the employee will revert to their permanent full-time status.
 - (iii) Permanent part-time employees shall work in accordance with rosters exhibited in each station at least 7 days in advance of the commencing date of the roster and shall show the hours of duty for the agreed roster period or 28 days, whichever is the greater.
 - (iv) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1A or 1B - Wages of Section 8 - Monetary Rates, with a minimum payment of two hours for each start.

- (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 13, Climatic and Isolation Allowance, in the same proportion as the actual hours worked per week bear to full-time hours.
 - (vi) Employees engaged under this clause shall not be entitled to allocated days off as prescribed in clause 21, Allocated Days Off.
 - (vii) Employees engaged under this clause shall be entitled to all other benefits not otherwise expressly provided for herein at the same proportion as their actual hours of work bear to full-time hours.
 - (viii) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit or section concerned shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
 - (ix) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (x) Permanent part-time employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (f) Temporary Employee
- (i) A temporary employee is engaged for a continuous fixed period of time. The duties may include the provision of relief for permanent employees, conduct of specific projects or the provision of services which are not recurrent in nature.
 - (ii) A temporary employee may be full-time or part-time.
 - (iii) A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full-time employee in the same classification plus 10 per cent loading. The loading shall not apply if:
 1. The period of employment extends beyond 13 weeks
 2. The employer and the employee agree, during the 13 weeks, that the employee will be employed on a permanent basis.
 - (iv) A temporary employee shall be entitled to a minimum payment of 2 hours for each start.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (v) Temporary employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.
- (g) Casual Employee
- (i) A casual employee is engaged on an hourly basis for a short period of time. The nature of the work performed would be irregular, intermittent, urgent or short term. However employees will be allocated sufficient hours of work required to maintain a certificate to practice.

- (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the station, unit or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 5, plus 10% loading with a minimum payment of two hours for each start. This loading is in recognition of the casual nature of the work and the leave entitlements forgone. Annual leave entitlements are in accordance with the Annual Holidays Act 1944.
- (iv) Casual employees will be required to undertake and successfully complete all the requirements applicable to permanent full-time employees as defined in clause 5, Classifications.

(h) Secure Employment

Objective of this Clause

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

Casual Conversion

- (i) A casual employee engaged by the Service on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) The Service shall give such a casual employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Service fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (h)(i), upon receiving notice under paragraph (h)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Service 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 Service shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Service refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the Service, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Service.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (h)(iii), the Service and employee shall, in accordance with this paragraph, and subject to paragraph (h)(iii), 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 Service and the employee.

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

10. Termination of Employment

- (a) Employment shall be terminated by two weeks' notice in writing by either party or by the giving or forfeiting, as the case may be, of two weeks wages in lieu of notice.
- (b)
 - (i) Employees with a credit of hours accrued towards an allocated day(s) off duty as prescribed by of clause 21, Allocated Days Off, shall be paid for such accrual upon termination.
 - (ii) Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall be paid for such accrual upon termination.
 - (iii) Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 20, Hours of Duty, shall reimburse the Service for such accrual upon termination.
 - (iv) Employees with a credit of hours accrued as a result of opting for time off in lieu of overtime in accordance with subclause (a) of clause 26, Time Off in Lieu of Overtime, shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.
- (c) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

SECTION 3. WAGES AND MONETARY ENTITLEMENTS

11. Wages

- (a) Employees shall not be paid less than the minimum wages for their classification as set out in Table 1 and 1A and 1B - Wages Section 8 - Monetary Rates.
- (b) Wages shall be paid fortnightly by electronic transfer.
- (c) For each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime, together with separate details of all deductions.

- (d) Overtime and penalty rates shall be paid within one week of the end of the pay period in which such overtime or penalty rates were worked.
- (e) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales, as nominated by the employee, except where agreement as to another method of payment has been reached between the Unions and the Service due to the isolation of an ambulance station. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day; provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

12. Allowance and Classification Arrangements

- (a) An employee who is paid an allowance or at a classification, for which there is a certification or qualification requirement, will cease to have an entitlement to such payment if the employee:
 - (i) Fails to successfully complete further instruction/in service courses and/or certification examinations as required by the Service every three years or;
 - (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every three years.
 - (iii) Applies for and obtains a transfer to a position which is not a nominated position requiring such skills.
- (b) Payment of shift penalties and other work related allowances or payments to employees subject to misconduct/disciplinary inquiries will be made on the terms and conditions prescribed by the NSW Health Policy Directive PD2014_042, Managing Misconduct, as amended or replaced from time to time.

13. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified, shall be paid the allowance specified in Item 6 of Table 2A - Allowances of Section 8 - Monetary Rates, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (b) Employees attached to ambulance stations situated upon or to the west of a line drawn as herein specified shall be paid the allowance asset out in Item 7 of the said Table 2A, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (c) The allowances prescribed by this clause are not cumulative.
- (d) 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.

14. Travelling Time and Expenses

- (a) Except where subclause (c) of clause 16, Relieving Other Members of Staff, an employee who is directed to report for duty at a station other than that to which he or she is appointed shall travel to and

from such station in the Service's time and the employee's fares and incidental expenses shall be paid by the Service, unless otherwise agreed between the Service and the employee.

If such travel is undertaken outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

- (b) If an employee is rostered to a shift requiring him or her to work at more than one station in a working week, the employee's fares in excess of the fares to the employee's appointed station shall be paid in full.
- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the casual rate as prescribed by the Crown Employees (Public Service Conditions of Employment) Award, as amended from time to time, for all kilometres travelled in excess of the kilometres that the employee would normally travel between the employee's usual place of residence and the ambulance station to which he or she is appointed and return to such residence.
- (d) Travel, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

15. Travelling on Cases

- (a) Where an employee is required to transport a case which involves eight hours or more travelling, the employee shall be paid all travelling expenses including meals and accommodation and, if not staying overnight at the point of turn around, shall be permitted a meal either before commencing or during the return journey.
- (b) An employee directed to have a meal away from his or her station will be paid a crib/ meal away from station allowance in accordance with existing provisions and practice. In determining existing practice, regard will be had to the following:
 - (i) That allowances do not apply to crib breaks taken by Trainee Patient Transport Officers and Patient Transport Officers.
 - (ii) The agreement between the parties in 1988 under the Commission's then Structural Efficiency Principle.
 - (iii) That this provision does not apply to employees in Operations Centres.
- (c) Where an entitlement exists in (b), the quantum of the allowance is prescribed in Table 2A Allowances in Section 8 Monetary Rates.
 - (i) Where an employee is entitled to one crib break per shift or an unpaid meal break (under the transitional arrangements in clause 20), the payment for any crib/meal directed to be taken away from station will be the rate prescribed at Item 9 of Table 2A - Allowances.
 - (ii) Where an employee is entitled to two crib breaks per shift, the payment for any crib directed to be taken away from station will be the lower rate as prescribed at Item 10 of Table 2A Allowances. The number of crib breaks per shift is prescribed in clause 20 Hours of Duty.
- (d) This provisions of this clause will be reviewed by the Commission in conjunction with the review of rosters and crib breaks to be undertaken in accordance with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast.
- (e) Where an employee is required to transport a case which involves two or more hours travelling the employee shall be entitled to a paid break of ten minutes duration each two hours.
- (f) The ten-minute break prescribed by subclause (e) of this clause is not cumulative.

- (g) No single officer transports will be allocated where it is reasonably expected that the travelling time of the round trip will be in excess of eight hours.

16. Relieving Other Members of Staff

- (a) An employee called upon to relieve another employee paid on a higher scale shall be entitled to receive the minimum rate of the higher scale of pay. This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her allocated day off duty as a consequence of working a 38-hour week in accordance with paragraph (i) of subclause (a) of clause 21, Allocated Days Off. No reduction shall be made in the scale of pay of an employee called upon to relieve another paid on a lower scale. Where an employee is called upon to relieve a Superintendent/Operations Manager, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is required to relieve another employee posted at another station, and by so doing is required to live away from home, he or she shall be called a relieving employee.
- (c) A relieving employee will be entitled to a living away from home allowance as set out in Table 2C in this Award. The living away from home allowance is determined as the sum of the meal expenses on one day journeys and the incidental allowance for the location the relieving employee is posted, as prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time.

A relieving employee who is entitled to receive the living away from home allowance is not entitled to receive payment under subclause 15(a) of this Award. When travelling on cases in accord with clause 15, relieving employees shall be entitled to allowances under subclause 15(b) or 15(c) where applicable.

A relieving employee who is provided with board and lodgings at no charge will not be entitled to receive the living away from home allowance.

- (d) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the NSW Health Policy Directive PD2016_010, Official Travel, as amended or replaced from time to time.
- (e) If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 23, Employees On Call.
- (f) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

17A. Special Events Coverage

- (a) Employees will not be compelled to provide special events coverage.
- (b) Whilst there is no exhaustive list of all the requirements for which the Service may wish to utilise "special events coverage", the parties agree that such requirement would typically be for special events and sporting fixtures such as public holiday celebrations, athletic events, Mardi Gras, local shows, VIP visits, sporting events, disaster exercises, public relations activities and local expositions. This clause will not be used for training, including SCAT and rescue training.
- (c) An employee who is scheduled to provide special events coverage will be compensated by payment at his or her ordinary hourly rate for the hours worked plus the appropriate penalty rates prescribed in clause 27, Penalty Rates for Shift Work and Weekend Work, in lieu of payment at overtime rates.
- (d) Special events coverage shifts shall be between four and 12 hours in duration with a minimum payment of two hours in the event of cancellation on the day.

For the purposes of assessing an employee's eligibility for payment, each day shall stand alone.

- (e) Time worked as special events coverage shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.
- (f) There shall be an equitable distribution (between employees) of special events coverage both in terms of the allocation of work amongst those employees offering their services and in terms of Saturday and Sunday work.

17B. Non-Operational Activity

- (a) Employees will not be compelled to provide non-operational activity coverage.
- (b) Whilst there is no exhaustive list of all activities that may be regarded as "non-operational activities", the parties agree that examples of such activities would be: attendance at Divisional Clinical Quality Committees; Occupational Health and Safety Committees; attendance for members of Service approved committees/workgroups and representing the Service at authorised community or local Government meetings where attendance of duty personnel is not possible.
- (c) Non-operational activity does not include attendance at training schools, compliance with Certificate to Practice (CTP) activities/requirements nor union activities.
- (d) Employees who participate in non-operational activities will be compensated by payment at their ordinary hourly rate for the hours worked. In addition, employees will be paid two hours for travel time (covering travel to and from the activity). In the case of rural employees, specific approval for the quantum of travel time will be agreed prior to approval being finalised. Accumulation of hours worked in these activities is not allowed. Payment for the approved activities will be made in the next available pay period.
- (e) Time worked as non-operational activity(s) shall stand alone and shall not be regarded as time worked for the calculation of hours of duty, annual leave, long service leave or any other provision contained within this Award.

18. Salary Sacrifice to Superannuation

- (a) Notwithstanding the salaries prescribed in clause 11 Wages as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the wages 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 19, Salary Packaging, of this Award may be made up to one hundred per cent of the salary payable under the wages clause, or up to one hundred per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (b) 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.
- (c) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (i) 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.

- (ii) 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
 - (iii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Award.
- (d) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where an employee elects to salary sacrifice in terms of subclause (d) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (f) Where the employee is a member of a superannuation scheme established under:
- (i) the *Police Regulation (Superannuation) Act 1906*;
 - (ii) the *Superannuation Act 1916*;
 - (iii) the *State Authorities Superannuation Act 1987*;
 - (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) the *First State Superannuation Act 1992*.
- The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (g) Where, prior to electing to sacrifice a part or all of 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 (f) above, the employer will continue to base contributions to that fund on the salary payable under clause 11 Wages, 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.

19. Salary Packaging

- (a) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, 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 (d) below.

- (b) Where an employee elects to package an amount of salary:
- (i) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (ii) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (iii) '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 11 Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (c) 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.
- (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (f) 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.
- (g) 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.
- (h) 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.

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.

SECTION 4. HOURS OF WORK

20. Hours of Duty

- (a) This clause is to be read in conjunction with clause 20A Evaluation and Transition to New Roster Arrangements and clause 20B Evaluation and Transition to Crib Break Arrangements.

- (b) The ordinary hours of duty shall be:
 - (i) An average of 38 per week, to be worked in shifts of eight hours duration on no more than 19 days per 28 day period. Shift workers shall be free from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties.
 - (ii) Where work is performed in Control Centres, or on a modified hours roster in Ambulance Stations by Operational Staff, the maximum length of a shift shall not exceed 12 hours and 15 minutes. For all other staff, the maximum length of a shift shall not exceed 12 hours. The average of 38 hours per week to be calculated over the modified hour roster cycle.
- (c) Officers working a modified roster of 12 hour or 12 hours and 15 minute 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. Officers 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.
- (d) Officers 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.
- (e) Subclauses (c) and (d) do not apply to officers in the Operations Centres. Such officers will continue to work shifts and meal/crib breaks in accordance with their modified roster provisions.

20B. Evaluation and Transition to New Roster Arrangements

Sydney and Central Coast

- (a) An evaluation and implementation program for new roster arrangements will be conducted under the auspices of the Industrial Relations Commission. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.
- (b) In developing the rosters, regard will be had to any pressing personal circumstances of employees, such as child care arrangements.

Other Than Sydney and Central Coast

- (c) A transitional arrangement will apply in the stations not covered in (a) until new rosters are developed in consultation between employees, the Service and the Union. During the transitional arrangement the agreed existing rosters will continue to apply until new rosters are implemented. Where the shift length is 12 hours or more, officers 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. Use of the existing rosters will not attract penalty payments, such as overtime, that may otherwise arise from the reduction in the maximum shift length prescribed in clause 20.

20B. Evaluation and Transition to Crib Break Arrangements - Sydney and Central Coast

- (a) The existing one hour unpaid meal break provisions will continue to apply until new rosters are implemented. Also, any modified meal break provisions agreed between the parties will continue to apply until new rosters are implemented. If these modified arrangements currently provide for meal penalties, such penalties will be in accordance with (e) below.
- (b) The extension of shift overtime payment for a missed or partially missed unpaid meal break will continue to be available until the paid crib break provision is introduced. This payment will not be subject to the phasing described in (e). This payment will cease when rosters incorporate paid crib breaks.

- (c) The penalty for a missed or incomplete meal break will be phased out as described below to ultimately be in accordance with the penalty for a missed or incomplete crib break as prescribed in clause 20.
- (d) The penalty for a missed or incomplete meal break is based upon the penalty prescribed in the previous Award at clause 10(b) and (c) i.e.:
 - (b) Employees working shifts that incorporate a meal break shall be allowed a meal break of not less than one hour no later than four hours nor more than six hours from the starting time of shifts unless otherwise agreed between the parties. In respect of shifts of eight hour and nine hour duration, which include a one-hour meal break, employees shall be given the one hour meal break, not less than four nor more than five and one half hours from the starting time of shifts unless otherwise agreed between the parties.
 - (c) Employees working shifts that incorporate a meal break who are recalled to duty from their meal break shall be paid in respect of the first call out, one hour at ordinary rates and in respect of any subsequent call out, ordinary rates extra for the time so worked; provided, that the subsequent call out occurs prior to him or her having completed the meal break. At the beginning of the seventh hour, the meal is considered to have commenced and one hour's penalty at ordinary rates is to be paid for the first case. Subsequent cases referred to in the subclause will attract ordinary time extra until the full meal break has been taken.

This penalty shall also apply where an employee is sent to his or her meal prior to the completion of the fourth hour. This provision will not apply to employees on night shift although the appropriate meal break, in accordance with the provisions contained in subclause (b) of this clause, shall be given unless otherwise agreed between the parties."

- (e) The prescribed penalty in (d) above will be reduced as follows:
 - (i) By 25% between the 12 September 2008 to 5 December 2008
 - (ii) By a further 25% between 5 December 2008 to 16 January 2009 - (a total reduction of 50%).
 - (iii) By a further 25% between 16 January 2009 to 27 February 2009 - (a total reduction of 75%)
- (f) Employees participating in the roster evaluation in 20A(a)(ii) will be paid either the amount prescribed in 20B(e) or the historical average of the allowance paid for the particular group of employees, whichever is the greater. The historical average is based on payments made to employees in the relevant dispatch board over the six months ending 12 September 2008. The reconciliation will correspond with the pay period.
- (g) From 27 February 2009, the penalty for a missed or incomplete meal break will be at the rate prescribed in 20(d) above.

21. Allocated Days Off

- (a)
 - (i) Employees who work on a roster other than a modified hours roster shall have their hours arranged to include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight-hour shift worked) which shall accumulate towards the employees allocated day off duty on pay.
 - (ii) Unless otherwise agreed between the parties, each day worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each working week and at least one allocated day off in each 28-day period.
 - (iii) Unless otherwise agreed between the parties, each shift worker, subject to paragraph (i) of this subclause, shall be free from duty for not less than two full days in each week or four full days in

each two working weeks and at least one allocated day off in each 28- day period, unless otherwise agreed between the Service and the employee.

- (iv) The employee's allocated day off duty prescribed in paragraph (i) of this subclause shall be determined by mutual agreement between the Service and the employee, having regard to the needs of the Service. Where practicable, such allocated day off duty shall be consecutive with the employee's other days off duty.
- (v) Once set, the allocated day off duty may not be changed in a current roster cycle unless there are genuine unforeseen circumstances prevailing or by mutual agreement between the Service and the employee. Where these circumstances exist and the allocated day off 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.
- (vi) There shall be no accrual of credit towards an allocated day off for the first four weeks of ordinary annual leave taken in accordance with clause 29, Annual Leave. However, where an employee has accumulated sufficient time to take his or her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
- (vii) Where an employee has not accumulated sufficient time for an allocated day off prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (viii) An employee entitled to allocated days off duty in accordance with subclause (a) of this clause shall continue to accumulate credit towards his or her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (ix) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credit has been accumulated or not.
- (x) Where a day worker's allocated day off falls on a public holiday as prescribed by clause 28, Public Holidays, the employee shall be given the option of taking the next working day off as rostered or substituting another day in lieu thereof by mutual agreement with the Service.
- (xi) Where a shift worker's allocated day off falls on a special or additional public holiday, he or she shall be paid an additional day or half day's pay, as the case may be, at ordinary rates.

22. Roster of Hours

- (a) The ordinary hours of duty prescribed by clause 20, Hours of Duty, shall be worked according to rosters which shall be exhibited at least 7 calendar days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or 28 days whichever is the greater. Casual employees are not subject to this clause.
- (b) In exceptional circumstances, arising from additional work demands or unplanned absences of other employees, the roster may be changed with 7 days' notice. In so doing, due regard will be had to the family and carers commitments of employees affected.
- (c) Work will be performed by the most efficient means. To achieve this, the Service will deploy skills based on operational needs and case priority. This will include the deployment of officers to meet operational needs. Efficient deployment may require an officer to report for duty at another work location within the shift or roster. Deployment to another station within the roster will only occur within reasonable travelling distance (having regard to the circumstances of each case).

- (d) The parties agree that there will be no forced transfers as a result of the implementation of subclause (c) of this clause.
- (e)
 - (i) There shall be a minimum break of ten hours between shifts, except in case of an emergency or agreement between the Service and the employee.
 - (ii) However, an employee who works so much overtime after the completion of their shift on any day that results in less than eight consecutive hours off duty before the commencement of their next shift will be released after the completion of such overtime until they have had eight consecutive hours off duty, with no loss of pay for ordinary working time occurring due to such absences.
- (f) Subject to compliance with subclause (a) and (b) of this clause, the roster of an employee may only be altered by mutual agreement between the parties.
- (g) Employees may arrange for shift changes with the following provisos:
 - (i) Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
 - (ii) Shift swaps should only occur on the basis that each employee maintains an average of 38 hours per week.
 - (iii) Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- (h)
 - (i) A day off duty for employees working a roster other than a modified hours roster shall be 24 hours plus a minimum 6 hours between the shifts.
 - (ii) A day off duty for employees working a modified hours roster shall be 24 hours.
 - (iii) Where an employee's normal rostered day off is cancelled by the Service, he or she shall be paid at overtime rates unless otherwise agreed between the parties.
- (i) Where an employee is rostered to an allocated day off, that day off is to be shown on the roster.
- (j) The rosters of shift workers shall provide for an equitable distribution of Saturday and Sunday work between employees working the same roster.
- (k) The parties agree that changes to rosters that will significantly affect employees and/or that where a new branch station is opened there will be genuine consultation between the parties.

23. Employees on Call

- (a)
 - (i) Time on call means time during which an employee who is rostered off duty is required to hold himself or herself in readiness to answer a call. In any one day where an employee answers telephone calls when not on call, he or she is to be paid for one hour at ordinary rates of pay.
 - (ii) The provisions for employees recalled to work are contained in this clause. A recall under this clause shall not be treated as overtime for any other purpose and shall not be treated as time worked for the purposes of clause 22, Roster of Hours.

- (iii) Whilst no provision is made as to freedom from on call, it is the intention of the parties that employees should be free from call, as far as practicable, on at least 14 days in each roster cycle of 28 days. However if required by the employer, and with the agreement of the employee, an employee can be on call in excess of 14 days in each roster cycle of 28 days. In such circumstance, the employee shall receive the daily on call allowance for each such additional episode.
 - (iv) The parties will review any situation where an employee is required to be consistently on call in excess of 14 days in each 28-day cycle.
 - (v) A period of on call is to be regarded as commencing at the completion of duty on one rostered shift to the commencement of duty on the next rostered shift.
 - (vi) Employees shall not be required to be on call during any part of a rostered day off duty, ie. from the end of the shift before the rostered period off duty and the commencement of the shift after the rostered period off duty.
- (b)
- (i) Time on call shall not be counted as time worked unless an employee is called to duty, in which case the employee shall be paid for a minimum of four hours at overtime rates for each time he or she is recalled; provided that where a second or subsequent call is received by an employee whilst he or she is still performing duties associated with the first call, he or she shall attend the second or subsequent call without additional payment, unless the total time exceeds four hours, in which case payment shall be made for the actual time worked at overtime rates.
 - (ii) Where an employee is on-call and is recalled to duty and such recall merges with the employees normal commencing time, such work shall attract overtime for the actual time worked and not a call out.
 - (iii) A call out shall be deemed to commence at the time the employee is tasked by the Operations Centre and shall be deemed to be complete when all duties associated with the case/s are complete.
- (c) Where an employee who is on call is called out for duty which in total involves 4 hours or more actual work within 8 hours of the scheduled commencement of their next rostered shift, he or she shall be entitled to exercise the Rest Options provision of the Service's Fatigue Management Standard Operating Policy.
- (d) An employee who is not on call shall only be recalled to duty with the employee's agreement.
- Such a recall is subject to the same provisions as recalls performed when an employee is on call.
- (e) The provision of paragraph (i) of subclause (b) of this clause shall not apply to employees attached to One-Officer Branch Stations or to employees supplied with quarters as set out in subclause (b) of clause 38 Accommodation, who are recalled to duty but not required to leave the station, in which case, the employee shall be paid for the actual period or periods of duty in any one day a minimum of two hours at overtime rates.
- (f)
- (i) The weekly on-call allowance as set out in Item 4 of Table 2A - Allowances, of Part B, Monetary rates, shall apply in the following circumstances:
 - (1) Employees required by the Service to be on call on a roster other than a modified hours roster;
 - (2) Employees employed on or before 31 July 1988 who are required by the Service to be on call; or

- (3) Employees who are required by the Service to be on call as part of a modified hours roster where the weekly on call allowance applies by agreement between the parties.
- (ii) The daily on-call allowance as set out in Item 3 of the said Table 2A, Allowances of Section 8 - Monetary Rates shall apply in all other circumstances where an employee is required by the Service to be on call.
- (iii) The provisions of paragraphs (i) and (ii) of this subclause shall not apply to resident employees in One-Officer Branch Stations, as defined in subclause (a) of clause 38, Accommodation.
- (iv) Payment of the on-call allowance shall not apply during periods of Annual Leave or Long Service Leave.
- (g) If an employee who is rostered on call is required to respond to a call, he or she shall be reimbursed actual fares or expenses incurred in travelling to and from work, unless a service vehicle is provided for this purpose.
- (h) If an employee rostered on call is required to use his or her own motor vehicle, then he or she shall be paid the specified journey rate as prescribed by clause 50 of the Public Sector Employment and Management (General) Regulation 1996, as amended from time to time, for all kilometres travelled.

24. Overtime

- (a) Subject to clause 23, Employees On Call, all time worked in excess of the rostered hours on any one day shall be paid for at the rate of time and one-half for the first two hours and thereafter at the rate of double time, provided that overtime worked on a Public Holiday shall be paid for at the rate of double time and one-half.
- (b) Overtime shall be computed on the wages prescribed by Tables 1A and 1B in Section 8 - Monetary Rates, and the allowance prescribed by clause 23, Employees On Call, as compensation for time on-call shall be disregarded.
- (c) Employees shall, when required, work reasonable levels of overtime to meet the needs of the Service.
- (d) Should an employee be required to work overtime for more than two hours before his or her normal commencing time, or after his or her normal ceasing time, he or she shall be paid a meal allowance as set out in Item 11 of Table 2A - Allowances of Section 8 - Monetary Rates, and shall be paid such allowance after every subsequent four hours of overtime worked.
- (e) Where an employee is required to work a complete overtime shift, he or she shall be given the appropriate meal break for that shift. However, the meal penalty provision of subclause (b) of clause 20, Hours of Duty, shall not apply.
- (f) For the purposes of assessing overtime, each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

25. Reasonable Hours

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (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 subclause (b) what is reasonable 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.

26. Time Off in Lieu of Overtime

- (a) The parties agree that an employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of payment for the overtime.
- (b) This clause is subject to the following:
 - (i) Time off in lieu of overtime shall be in amounts equal to the period of overtime worked;
 - (ii) Time off in lieu of overtime must be taken within three months of the overtime being worked;
 - (iii) Where it is not possible for an employee to take time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rate of pay applying at the time payment is made;
 - (iv) The option of taking time off in lieu of overtime is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to take time off in lieu of overtime but employees working in other locations and settings within the Service may not.
 - (v) Employees cannot be compelled to take time off in lieu of overtime;
 - (vi) Records of time off in lieu of overtime owing to employees and taken by employees must be maintained by the Service;
 - (vii) Time off in lieu of overtime shall be taken at a time which is mutually agreed to by the Service and the employee;
 - (viii) No more than 38hrs of time off in lieu of overtime can be accumulated by an employee.
 - (ix) In making overtime available to employees the Service will not discriminate between those employees who elect to take time off in lieu of overtime in preference to those employees who elect to be paid for overtime in accordance with clause 23, Employees On Call, and/or clause 24, Overtime.

27. Penalty Rates for Shift Work and Weekend Work

- (a) Employees working afternoon or night shifts shall be paid the following percentage in addition to the ordinary rate for such shift:
 - (i) Afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m. - 10 per cent.
 - (ii) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5 per cent.
 - (iii) Night shift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15 per cent.
 - (iv) Night shift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10 per cent.
 - (v) The additional payments prescribed under this subclause shall not form part of the employee's ordinary pay for the purpose of this Award.

- (b) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight 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 subclause (a) of this clause.
- (c) Employees who work overtime on Saturdays and Sundays shall be paid time and one half for the first two hours then at double time at the appropriate rate prescribed herein.
- (d) The provisions of this clause shall not apply to work performed on a public holiday or special public holiday.

28. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day and any other standard public holiday declared under section 4 of part 2 of the *Public Holidays Act 2010*.
- (b)
 - (i) An employee to whom subparagraph (1) and (2) of subclause (a) of clause 29, Annual Leave, applies and who is required to and does work on a public holiday or a special public holiday shall be paid for the time actually worked on such holiday at the rate of double time and a half.
 - (ii) An employee to whom subparagraph (3) and (4) of subclause (a) of the said clause 29 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 prescribed Table 1A and 1B Section 8 - Monetary Rates, at the rate of one half time extra for the rostered time actually worked on such public holiday.
 - (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in the said Wages Tables in Section 8 - Monetary Rates.
- (c) Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in stations located in such city or town. Equivalent payment means double time and one-half.

Where a shiftworker's rostered day off falls due on such day, he or she shall be paid, in addition to his appropriate weekly rate of pay, an extra day or half days pay at ordinary rates, whichever is applicable.

- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date determined by the Service to be taken in the Christmas New Year period, or other suitable period as agreed between the Service and the Union and shall be regarded for all purposes of this clause as any other public holiday.

Where a shiftworker's rostered day off or annual leave falls due on such a day, he or she shall be paid, in addition to his or her appropriate weekly rate of pay, an extra days pay at ordinary rates.

The foregoing will not apply in areas where, in each year, a day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days, in addition to the ten named public holidays specified in subclause (a) are proclaimed and observed as half public holidays.

Provided further, that in areas where, in each year, only one half day, in addition to the ten named public holidays specified in subclause (a) is proclaimed and observed as a half public holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday will be observed which would otherwise apply as a result of this subclause.

SECTION 5. LEAVE ENTITLEMENTS

29. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) Day Worker (as defined in clause 4, Definitions) - four weeks leave on full pay.
 - (ii) Shift Worker (as defined in clause 4, Definitions) but who is not required to work public holidays - five weeks leave on full pay.
 - (iii) Shift Worker (as defined in clause 4, Definitions) who has not been required to successfully complete the requirements for appointment to a Paramedic position - five weeks leave with seven weeks pay.
 - (iv) Shift Worker (as defined in clause 4, Definitions) who has or is required to successfully complete the requirements for appointment to a Paramedic position - six weeks leave with eight weeks pay. (The leave entitlement in this sub-paragraph commenced accrual on 4 February 2002)
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, than annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that two weeks pay has been provided to those employees to whom paragraph (iii) and (iv) of subclause (a) of this clause applies in lieu of and in consideration of public holidays being worked by such employees or which have occurred on a rostered day off.
- (d) To the leave prescribed by paragraph (1) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday or one half working day for each half public holiday or special half public holiday which occurs during a period of annual leave.
- (e)
 - (i) Once an employee becomes entitled to annual leave (i.e. after the initial 12 month period of employment has occurred) annual leave will be taken biannually in two separate periods of three weeks duration. 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. Providing further that, with the agreement of the Service, an employee may take their annual leave in one period of 6 weeks duration.
 - (ii) Annual leave shall be granted on a rotating roster basis, provided that such rotation complies with paragraph (i) of this subclause.
 - (iii) Nothing in this subclause shall prevent the Service, 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 shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (iv) At least six months' notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take his or her normal leave at a specified time and that time is thereafter altered by the Service, the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.
 - (v) Employees may exchange/split annual leave by mutual arrangements with the approval of the Service, provided that such exchange complies with paragraph (i) of this subclause.

- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an allocated day off duty as prescribed in clause 21, Allocated Days Off, shall not accrue when an employee is absent during their four weeks annual leave as provided for under the terms of the *Annual Holidays Act 1944*. However, employees entitled to allocated days off duty in accordance with the said clause 21 shall accrue credit towards an allocated day off duty in respect to any additional periods of annual leave which is granted to employees in excess of the abovementioned four weeks.

30. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act 1944*, become entitled to annual leave under this clause shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed by clause 11 Wages, for the classification in which the employee was employed immediately before commencing his or her annual leave. The 17.5 per cent annual leave loading will apply only to the payments associated with actual periods of annual leave as per clause 29 (a)(1)-(4) and provided further that in no instance is the calculated amount to exceed \$1,112.30.
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance; provided, however, that if the employment of such an employee continues until the day upon which he

would have become entitled under this clause to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or is entitled, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) Where a shiftworker is given and takes annual leave, he or she shall be paid the loading set out in subclause (a) of this clause; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special public holiday) which the employee would have worked during the period of leave exceeds the loading calculated in accordance with subclause (a), then that amount shall be paid to the employee in lieu of the loading.
- (g) The annual leave loading or the shift penalties, whichever is appropriate, shall be paid before the employee commences annual leave.
- (h) Notwithstanding the provisions of subclause (g) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay the employee's annual leave Loading or shift penalties on a fortnightly basis which coincides with the normal fortnightly pay period.

31. Family and Community Services Leave and Personal/Carer's Leave

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the NSW Health Policy Directive 2014_029, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

31A. Family Violence Leave

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

32. Maternity, Adoption and Parental Leave

This clause is to be read in conjunction with the provisions in the Service's Instructional Circular 05/16 or subsequent replacement Instructional Circulars as issued by the Service.

A. Maternity Leave

(a) Eligibility for Paid Maternity Leave

(i) Full-time employees

Female employees who prior to the expected date of birth, have completed at least forty (40) weeks continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) Entitlements to Paid Maternity Leave

(i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.

(ii) 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 (28) 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.

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

(c) Entitlements to Unpaid Maternity Leave

(i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.

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

(d) Applications for Maternity Leave

(i) An employee who intends to proceed on maternity leave should formally notify their Operations Manager/Operations Centre Manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:

- (1) The intention to proceed on maternity leave;
- (2) The expected date of birth certified by a medical practitioner;
- (3) The period of leave to be taken;

- (4) The date on which maternity leave is to commence;
- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
- (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at subclause (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) 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.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (c)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part-time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

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

- (h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.
- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed ten years' service and the period of unpaid maternity leave is less than six months).
 - (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. 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. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
 - (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
 - (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual 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.
 - (v) Except in the case of employees who have completed ten (10) 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 (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
 - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) Illness Associated with Pregnancy
- (i) 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 any sick leave without pay.
 - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) Effect of Premature Birth on Payment of Maternity Leave
- An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) 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 or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(l) Miscarriage

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

(m) Fitness to Continue Working During Pregnancy and Alternative Work

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily perform, until maternity leave commences. 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.
- (iii) Pregnant Ambulance Officers and Patient Transport Officers may take up their entitlement to alternative duties at any time during their pregnancy if their medical condition determines they are unable to carry out normal duties.

(n) Medical Certificate Requirement

In the case of Ambulance Officers and Patient Transport Officers a medical certificate must be provided at 24 weeks gestation to their supervisor, confirming fitness and ability to continue working in normal duties.

(o) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

(p) Portability of Service for Paid Maternity Leave

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

service was on a full-time or permanent part-time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

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 2 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.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public

Service Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

B. Adoption Leave

(a) Eligibility for Adoption Leave

- (i) 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 entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full-time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

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

- (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) Entitlements

(i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from 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 (28) 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.

(ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(c) Applications for Adoption Leave

(i) 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, normally 8 weeks prior. This will allow arrangements associated with the adoption leave to be made.

(ii) A statement must also be provided from the adoption agency or appropriate body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

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

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Full-time employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:
 - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
 - (2) the employee has completed a period of leave without pay of more than forty (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 workers' compensation legislation.

(b) 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:

- (i) An unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) A further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) 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 otherwise provided at subclause (a)(i) of Part D of this clause.

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

(c) Applications for Parental Leave

- (i) 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.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. 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.
- (iii) 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.

- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and that they are seeking the period of extended parental leave to become the primary caregiver of the child.

- (d) Variations of Parental Leave

Same provisions as maternity leave.

- (e) Staffing Provisions

Same provisions as maternity leave.

- (f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

- (g) Right to Return to Previous Position

Same provisions as maternity leave.

- (h) Portability of Service for Paid Parental Leave

Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

- (c) The employee's request and the employer's decision made under subclauses (a)(ii) and

- (iii) of this Part must be recorded in writing.

- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:

- (i) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work;

- (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given
- (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours, that is for long service leave the period of service is to be converted to the full-time equivalent and accredited accordingly.

E. Communication During Leave

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

32A. Lactation Breaks

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

33. Study Leave

Employees shall be granted study leave on such terms and conditions prescribed by the Service's Instructional Circular 96/4.

34. Trade Union Leave

Employees shall be granted trade union leave on such terms and conditions prescribed by the NSW Health Policy Directive 2014_029, Leave Matters for the NSW Health Service, as amended or replaced from time to time.

35. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Government Sector Employment Act* 2013, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

36. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employee's misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate 114 hours in any period of 12 months.
 - (ii) Sick leave hours will be deducted at a rate equal to the length of the shift for which the employee was rostered i.e. sick leave hours will be deducted for the equivalent number of ordinary hours that would otherwise have been worked.
 - (iii) In the event of an employee not taking the full period of 114 hours in any period of 12 months, the untaken period of such leave shall accumulate.

A maximum of 76 hours of the untaken hours in each period of 12 months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
 - (iv) Periods of less than 38 hours shall not be re-credited to employees who are sick whilst on annual leave or long service leave.
- (b) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
- (c) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four hours but in any case no less than one hour before the commencement time of duty and inform the Service, as far as possible, the estimated duration of same.
- (d) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where

the absence does not exceed two consecutive days or where, in the Services opinion, circumstances are such as not to warrant such requirements.

- (e) 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, the Service 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-time hours. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (f) Any accumulation of sick leave standing to the credit of an employee as at 6 February 1998 shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

SECTION 6. MISCELLANEOUS

37. Uniforms

- (a)
 - (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms.
 - (ii) The Service will provide uniforms in accordance with its Uniform Policy. Any change to the policy will be the subject of consultation.
 - (iii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
 - (iv) The Service shall provide any other special clothing which the Service requires an employee to wear.
 - (v) Articles of uniform and special clothing issued under paragraphs (i) and (iv) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused.
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Item 12 of Table 2A of Section 8 Monetary Rates.

38. Accommodation

- (a) One-Officer Branch Stations - As compensation for time on-call, employees shall be given accommodation rent free and shall be supplied, without charge, with fuel and light. The on-call allowance as set out in paragraph (i) and (ii) of subclause (d) of clause 23, Employees On Call, shall not apply.
Employees shall be given relief from duty from duty for not less than two full days in each working week or four full days in each two working weeks, unless otherwise agreed between the parties, and shall be paid the maximum rate prescribed by this Award for Paramedics.

Days of relief from duty for an employee who works on a roster other than a modified hours roster may be accumulated by mutual arrangement between the employee and the Service up to a maximum of eight days. Nothing in this subclause shall be deemed to prohibit an employee in a one-officer branch station from temporarily leaving the station at times when he or she is rostered on duty or on-call after having made arrangements satisfactory to the Service for the proper carrying on by him or her of the service during the temporary absence.
- (b) Two-Officer Branch Stations - If an employee is supplied with quarters attached to an ambulance station, the maximum weekly rent shall not exceed the weekly on-call allowance specified in Item 4 of Table 2A - Allowances of Part B, Monetary Rates.
- (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Ministry's Policy Directive 2005_089.

- (d) Where an employee is provided with accommodation and is transferred or resigns, he or she shall be given not less than four weeks' notice to vacate such accommodation, such notice to take effect from the date of notification of transfer or resignation.

39. Lockers and Showers

- (a) The Service shall provide for the use of the employees hot and cold showers and washbasins and for each employee a locker with suitable hanging facilities. Lavatory accommodation, when situated in shower or locker rooms, shall be effectively partitioned there from.
- (b) Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee of the Service appointed by the Chief Executive, or his or her nominee, and if practicable an Union Sub-Branch Officer, otherwise by any two employees of the Service, one of whom is nominated by the Union

40. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

41. Union Notice Boards

Each ambulance station and ambulance workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

SECTION 7. AWARD PARAMETERS

42. Issues Resolution

- (a) The parties must:
 - (i) Use their best endeavours to cooperate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the Anti-Discrimination Act 1977 which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute, any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time, it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. 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 the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive (and/or his/her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties 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.
- (g) Unless agreed otherwise by the parties, the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (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 Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures, adequate records must be kept by the parties of all discussions.
- (i) These procedures are to 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.
- (j) All matters in dispute arising out of the application of this Award may be referred to a disputes committee consisting of not more than six members with equal representatives of the Service and the Union. Such committee shall have the power to investigate all matters in dispute and report to the Service and the Union, respectively, with such recommendation as it may think right and, in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of New South Wales.

43. Anti-Discrimination

- (a) It is intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (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 the legislation referred to in this clause.

NOTES -

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

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

44. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

45. Exemptions

- (a) On and from 25 November 1977, in respect of conditions of employment relating to meals, meal breaks, on-call, Sunday penalty rates, annual leave, annual leave loading, sick leave, Relieving other members of staff, hours, working week and the issue of shoes or boots, gauntlets or gloves for employees attached to the former Hunter Region Ambulance District (as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963), reference is to be made to Determinations of the Health Commission dated 25 November 1977 and 14 December 1979.

For the purposes of this, the Hunter Ambulance District shall mean the Hunter Ambulance District as delimited by the New South Wales Ambulance Transport Service Board at a meeting held on 8 February 1963, viz:

Commencing on the coast between Munmorah Lake and Tuggerah or Budgewoi or Middle Lake, thence in a westerly direction to the northern shore of Tuggerah or Budgewoi or Middle Lake, thence by the northern shore of that Lake (including Budgewoi, Halekulani and Buff Point) to Wallarah Creek, thence in a straight line to the junction of the MacDonald River and Yengo (or Boree) Creek, thence by the MacDonald River in a northerly direction to where it joins the Wareng (or Howes Valley) Creek, thence by the Big Broken Back Range to Payne's Crossing, thence in a straight line to "Mistletoe", thence by the road to Belford Railway Station, thence by the Main Northern Railway line to Black Creek and by the road from Stanhope to Cranky Corner and then by the road to "The Pass", thence by a straight line to Mount Royal, thence in a straight line to Eccleston, thence by the road to Salisbury Gap, then on to (but excluding) Salisbury, thence by the Wallorobba Range to the Railway Gates on the North Coast Railway Line, thence by the road to Wallarobba, thence by the most direct road to where it meets the Dungog-Clarencetown Road south of Brookfield, thence by that road to the bridge over the Williams River at Clarencetown (including Clarencetown), thence by that road to a point one mile south of Limeburners Creek, thence by a straight line to Dark Point on the coast, thence by the coast to the point of commencement.

- (b) This exemption shall only apply to those employees employed as such immediately prior to 14 October 1992.

46. 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 2018 by a party to this Award.

47. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Operational Ambulance Officers (State) Award published 29 July 2016 (380 I.G. 520) all variations thereof.
- (b) It shall apply to all employees as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1A - Wages; Table 1B - Operations Centre Staff - Wages, Table 2A - Allowances, Table 2B - Additional Allowances and Table 2C - Living Away From Home Allowance will apply from the first full pay period on or after (ffppoa) 1 July 2017.

SECTION 8. MONETARY RATES

Note: all rates contained in the following tables are effective from the first full pay period commencing on or after the date listed in the table.

Table 1A - Wages

Classification	Rates from ffppoa 01/07/2017 2.5% \$ per week
Patient Transport Officer	
Year 1	969.00
Year 2	1012.20
Trainee Paramedic	
	1159.00
Paramedic Intern	
Year 1	1191.90
Year 2	1214.70
Paramedic	
Year 1	1292.70
Year 2	1386.10
Paramedic Specialist	
Year 1	1489.90
Year 2	1530.90
Year 3	1576.90
Critical Care Paramedic (Aeromedical)	
Year 1	1667.20
Year 2	1710.40
Critical Care Paramedic (Aeromedical) Team Leader	1795.90
Team Leader	1655.80
Station Manager	1719.00
District Manager	1782.00
Clinical Training Officer	1782.00
Clinical/Paramedic Educator	
Year 1	2168.90
Year 2	2316.00

Table 1B - Operations Centre Staff - Wages

Classification	Rate from ffppoa 01/07/2017 2.5% \$ per week
Ambulance Operations Centre - Non Paramedic	
Trainee	1199.90
Year 1	1233.90
Year 2	1257.60
Ambulance Operations Centre Paramedic	
Year 1	1337.90
Year 2	1435.00
Ambulance Operations Centre Paramedic Specialist	
Year 1	1469.00
Year 2	1519.00
Year 3	1566.30
Duty Operations Centre Officer	1770.00
Senior Operations Centre Officer	1820.10
Aeromedical Operations Centre Officer	1810.10

Table 2A - Allowances

Item No.	Clause	Brief Description	Rates from ffppoa 01/07/2017 2.5%
1	5	Specialist Allowance	\$46.40
2	5	Rescue (Standby) Allowance	\$16.00
3	23	On Call Allowance (per 24 hours)	\$22.40
4	23	On Call Allowance (per week)	\$90.10
5	5	Ambulance Studies Certificate Allowance (current recipients only)	\$27.20
6	13	Climatic and Isolation Allowance (a)*	\$4.50
7	13	Climatic and Isolation Allowance (b)*	\$9.10
8	15	Travelling Meal Allowance*	\$29.40
9	15c(i)	Meal Away from Station Allowance*	\$29.40
10	15c(ii)	Crib Away From Station Allowance*	\$14.70
11	24	Overtime Meal Allowance*	\$29.40
13	37	Laundry Allowance (per week)*	\$13.10

* This is not subject to Award wages increases.

Table 2B - Additional Allowances

Uniformed Operations Centres Staff

Item No.	Clause	Brief Description	Rates from ffppoa 01/07/2017 2.5% \$
1	5	Operations Centre (standby) Allowance	24.00
2	5	Operations Centre Allowance (This Allowance is only applicable to Paramedics, Paramedic Specialists, Team Leaders, Station Managers and District Managers. Such an allowance is cumulative on other allowances paid to the employee at the time).	95.10
3	5	Duty Operations Centre Officer-Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at 6 February 1998).	15.00

Table 2C - Living Away From Home Allowance

Clause	Brief Description	Rates from ffppoa 01/07/2017 \$
16	Living Away From Home Allowance*	
	Tier 1	125.95
	Tier 2	116.45

* This is not subject to Award wages increases.

SECTION 9. TRANSITIONAL ARRANGEMENTS

The transition of employees into the 2008 classification structure effective from the first pay period commencing on or after 12 September 2008:

Prior September 2008	After September 2008
Patient Transport Officer	Patient Transport Officer
Trainee and Year 1	Year 1
Year 2	Year 2
Ambulance Officer Trainee & Year 1	Trainee Paramedic
Ambulance Officer Grade 1	Paramedic Intern
Year 1	Year 1
Year 2	Year 2
Ambulance Officer Grade 2	Paramedic
Year 1-3	Year 1
Year 4-7	Year 2
Ambulance Officer Grade 2 (with Advanced Life Support qual)	Paramedic Specialist Year 1
Ambulance Officer Grade 2 (with Intensive Care Paramedic qual.)	Paramedic Specialist
Year 2-3	Year 1
Year 4-5	Year 2
Year 6-7	Year 3
Station Officer Grade 1	Team Leader
Station Officer Grade 2	Station Manager
District Officer	District Manager
Clinical Training Officer	Clinical Training Officer
Ambulance Technical Educator	Clinical Training Officer
Clinical / Paramedic Educator	Clinical / Paramedic Educator
Grade 1	Grade 1
Grade 2	Grade 2
Ambulance Operations Centre - Non Paramedic	Ambulance Operations Centre - Non Paramedic
Trainee	Trainee
Year 1	Year 1
Year 2	Year 2
Ambulance Operations Centre Grade 2	Ambulance Operations Centre Paramedic
Year 1-3	Year 1
Year 4-7	Year 2
Ambulance Operations Centre Grade 2 (with Intensive Care Paramedic qual.)	Ambulance Operations Centre Paramedic Specialist
Year 2-3	Year 1
Year 4-5	Year 2
Year 6-7	Year 3
Duty Operations Centre Officer	Duty Operations Centre Officer
Senior Operations Centre Officer	Senior Operations Centre Officer
Aeromedical Operations Centre Officer	Aeromedical Operations Centre Officer

**TRANSITIONAL ARRANGEMENTS FOR CRITICAL CARE PARAMEDIC (AEROMEDICAL)
AND CRITICAL CARE PARAMEDIC (AEROMEDICAL) TEAM LEADER**

- a. Those paramedics who, as at 11 July 2015, are appointed to a Team Leader position identified as such by the Service within the Helicopter Retrieval Service in the Health Emergency and Aeromedical Service Directorate of the Service will transition to the Critical Care Paramedic (Aeromedical) Team Leader rate in Table 1A, Wages in Section 8 on and from 11 July 2015
- b. Those paramedics who, as at 11 July 2015, have been appointed to paramedic specialist positions within the Helicopter Retrieval Service in the Health Emergency and Aeromedical Service Directorate of the Service for more than one year will transition to the Critical Care Paramedic (Aeromedical) Year 2 rate in Table 1A Wages in Section 8 on and from 11 July 2015.
- c. Those paramedics who, as at 11 July 2015, have been appointed to paramedic specialist positions within the Helicopter Retrieval Service in the Health Emergency and Aeromedical Service Directorate of the Service for less than one year will transition to the Critical Care Paramedic (Aeromedical) Year 1 rate in Table 1A, Wages in Section 8 on and from 11 July 2015 and will move to the Critical Care Paramedic (Aeromedical) Year 2 rate in Table 1A, Wages in section 8 on the anniversary of their appointment.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 191762 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Application
4.	Objective
5.	Supersession
6.	Training Conditions
7.	Employment Conditions
8.	Wages
9.	Grievance and Dispute Procedures
10.	No Extra Claims
11.	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 2017.

2. Definitions

"Ambulance Service" means the Ambulance Service of NSW as referred to in section 67A of the *Health Services Act 1997*.

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

"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 NSW Training Authority. 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*.

"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*.

"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 NSW Training Authority 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 NSW Training Authority 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 NSW Training Authority 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 the relevant Award, former industrial agreement of the Industrial Relations Commission of New South Wales, Enterprise Agreement or other industrial instrument.

5. Supersession

Any existing Award or other industrial instrument provisions for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall only remain applicable in relation to ATS or CST trainees who commenced a traineeship with a Health Service before the commencement of this Award.

6. 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 NSW Training Authority 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 NSW Training Authority, 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 NSW Training Authority.

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 NSW Training Authority and training records or work books 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 Australian Quality Training 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 and Communities.

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 Australian Quality Training 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 and Communities.

7. 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 NSW Training Authority, 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 shiftwork in order to ensure that the training program is successfully completed.
 - (b) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the relevant Award or other industrial instrument.
 - (c) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (d) The Trainee wage 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 NSW Training Authority and the NSW Board of Studies 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 wage 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.

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

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 wage 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 day's 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 Wage Rate for a Part-Time Traineeship

Example of the calculation for the wage 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:

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

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

(d) Other Conditions

For any other conditions of employment see Health Employees' Conditions of Employment (State) Award; Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award; and/or Operational Ambulance Officers (State) Award.

8. Wages

(a)

- (i) The weekly wages 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 wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (iii) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

(b) The weekly wages set out in Part B, Monetary Rates are payable from the first full pay period to commence on or after 16 December 2012 and include a compounding of two increases of 2.5% per annum.

(c) The weekly wages in this Award recognise the 2011 and 2012 National Wage Decisions and are paid in settlement of any increases that arise should these National Wage Decisions be adopted for the purposes of Awards under the Industrial Relations Act 1996.

(d) 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 wage rate shall be made by the relevant NSW Training Authority 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.

- (e) 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.
- (f) 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.

9. 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 his/her 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)*.

10. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

11. Area, Incidence and Duration

- (a) This Award shall apply to all classes of trainees in Appendix A - Industry/Skill Levels.
- (b) Any existing Award or other industrial instrument provisions for the Australian Traineeship System (ATS) or Career Start Traineeship (CST) shall only remain applicable in relation to Australian Traineeship System trainees who commenced and are continuing a traineeship with a Health Service before the commencement of this Award.
- (c) This Award shall rescind and replace the Public Hospital Training Wage (State) Award published 29 July 2016 (380 I.G. 605) and all variations thereof.
- (d) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, and Table 3 - School Based Trainees will apply from the first full pay period on or after (ffppoa) 1 July 2017.

PART B

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.

Highest Year of Schooling Completed			
	Year 10	Year 11	Year 12
	Rate from ffppoa 01/07/2017 2.5% \$ per week	Rate from ffppoa 01/07/2017 2.5% \$ per week	Rate from ffppoa 01/07/2017 2.5% \$ per week
School Leaver (50%)	242.70	305.80	-
School Leaver (33%)	285.80	343.60	414.00
Plus 1 year out of school	343.60	414.00	481.20
Plus 2 years	414.00	481.20	558.90
Plus 3 years	481.20	558.90	639.80
Plus 4 years	558.90	639.80	639.80
Plus 5 years or more	639.80	639.80	639.80

The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated wage 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.

Highest Year of Schooling Completed			
	Year 10	Year 11	Year 12
	Rate from ffppoa 01/07/2017 2.5% \$ per week	Rate from ffppoa 01/07/2017 2.5% \$ per week	Rate from ffppoa 01/07/2017 2.5% \$ per week
School Leaver (50%)	242.70	305.80	-
School Leaver (33%)	285.80	343.60	399.20
Plus 1 year out of school	343.60	399.20	460.20
Plus 2 years	399.20	460.20	541.10
Plus 3 years	460.20	541.10	615.70
Plus 4 years	541.10	615.70	615.70

Plus 5 years or more	615.70	615.70	615.70
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The figures in brackets indicate the average proportion of time spent in Structured Training to which the associated wage 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

Year of Schooling		
	Year 11	Year 12
	Rate from ffppoa 01/07/2017 2.5% \$ per week	Rate from ffppoa 01/07/2017 2.5% \$ per week
School based Traineeships Skill Levels A and B	312.00	343.60

APPENDIX A

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

(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 Client Transport

Certificate III in Ambulance Communications (Call-Taking)

Certificate III in Dental Assisting

Certificate III in Health Services Assistance

Certificate III in Nutrition and Dietetic Assistance

Certificate III in Pathology

Certificate III in Dental Laboratory Assisting

Certificate III in Mortuary Theatre Practice

Certificate III in Hospital/Health Services Pharmacy Support

Certificate III in Prosthetic/Orthotic Technology

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 (Community Care)
Certificate IV in Allied Health Assistance
Certificate IV in Ambulance Communications
Certificate IV in Health Care (Ambulance)
Certificate IV in Anaesthetic Technology
Certificate IV in Audiometric Assessment
Certificate IV in Dental Assisting
Certificate IV in Operating Theatre Technical Support
Certificate IV in Neurophysiology Technology
Certificate IV in Pathology
Certificate IV in Rehabilitation and Assistive Technology
Certificate IV in Cardiac Technology
Certificate IV in Cast Technology
Certificate IV in Mortuary Theatre Practice
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
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

P. KITE ,*Chief Commissioner*

PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 191781 of 2017)

Before Chief Commissioner Kite

4 July 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Employment
3.	Progression of Medical Physicists
4.	No Extra Claims
5.	Area, Incidence and Duration

PART B

Table 1 - Salary rates for Accredited Medical Physicists
 Table 2 - Salary rates for Non-Accredited Medical Physicists

PART C

Transitional Arrangements
 Transition Table from Hospital Scientists' Scale to New Structure

PART A

1. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

‘Accredited Medical Physicist’ means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Secretary, Ministry of Health. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology. ‘ACPSEM’ means the Australasian College of Physical Scientists and Engineers in Medicine.

‘Director Medical Physics Specialist’ means a Medical Physics Specialist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 4, with direct supervision of at least two other Medical Physics Specialists (or higher grade) and who meets one of the following criteria:

- is responsible for a physics specialty at a site,
- is responsible for multiple specialties at a site,

- is responsible for a single specialty across multiple sites (including responsibility for Directors of a speciality).

The Director will be appointed at a level dependent on the number of FTE Medical Physics Specialists (or higher grade) under line supervision:

Level 1: 2 to 5

Level 2: >5 to 10

Level 3: >10

‘Medical Physicist’ is a generic description for the purposes of this Award. It refers to all persons employed as a Medical Physics Registrar, and also employed in either capacity of an accredited or non-accredited Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist and Director, Medical Physics Specialist.

‘Medical Physics Registrar’ means a person who is employed and undergoing training, including but not limited to the ‘Training, Education and Accreditation Program’ (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health.

‘Medical Physics Specialist’ means a person with qualifications and clinical experience acceptable to the Secretary, Ministry of Health and ACPSEM, or such other accreditation body acceptable to the Secretary, Ministry of Health, and who is qualified to be employed under this Award as a Medical Physics Specialist.

‘Non-Accredited Medical Physicist’ means a person who is employed as a Medical Physicist but who does not satisfy the definition of an ‘Accredited Medical Physics Specialist’ under this Award. For salary purposes, a non-accredited Medical Physicist is to be translated to the appropriate classification and rate as shown in Table 2, Salary rates for ‘Non-Accredited Medical Physicists’, until such time as they satisfy the accreditation process. The rates for non-accredited Medical Physicists are discounted by 10% at the Medical Physics Specialist level, by 4% at the Senior Medical Physics Specialist level, and by 3% at the Principal Medical Physics Specialist and Director levels.

‘NSW Health Service’ is as defined at Section 115 of the *Health Services Act 1997*.

‘Public Health Organisation’ is as defined at Section 7 of the *Health Services Act 1997*.

‘Senior Medical Physics Specialist’ means a Medical Physics Specialist with 5 years post-accreditation as a Medical Physics Specialist and whose progression has been approved by the progression committee as per the determined criteria.

‘Principal Medical Physics Specialist’ means a Senior Medical Physics Specialist year 4 whose progression to this level has been approved by the progression committee as per the determined criteria.

‘Union’ means the Health Services Union NSW.

2. Conditions of Employment

The Hospital Scientists (State) Award, (the "Conditions Award"), as amended or replaced from time to time, shall apply to all employees covered by this Award, excepting for those conditions expressly contained in this Award.

For the purposes of establishing such conditions, the following classifications in this Award of ‘Medical Physics Registrar’ and ‘Medical Physics Specialist Year 1’ will be afforded the conditions available to the classification of Hospital Scientist in the Conditions Award.

For the purposes of establishing such conditions, the following classifications in this Award of ‘Medical Physics Specialist Year 2 - Year 5’ inclusive, will be afforded the conditions available to the classification of Senior Hospital Scientist in the Conditions Award.

Further, for the purposes of establishing such conditions, the following classifications in this Award of ‘Senior Medical Physics Specialist’ and ‘Director Medical Physics Specialist’ will be afforded the conditions available to the classification of Principal Hospital Scientist in the Conditions Award.

3. Progression of Medical Physicists

Progression Committee. A committee consisting of three Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, shall be constituted to consider and, if appropriate, recommend to the Ministry of Health upon application by the employing public health organisation:

- (i) The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist
- (ii) The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

4. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

5. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Physicists (State) Award published 29 July 2016 (380 I.G. 650) and all variations thereof.
- (ii) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salary Rates for Accredited Medical Physicists and Table 2 - Salary Rates for Non-Accredited medical Physicists, will apply from the first full pay period on or after (ffppoa) 1 July 2017.
- (iii) This Award shall apply to employees as defined herein employed in public hospitals and local health districts in the State, excluding the County of Yancowinna, within the jurisdiction of the Public Health Employees (State) Industrial Committee.

PART B

Table 1 - Salary Rates for Accredited Medical Physicists

Year of Service / Level	Rates from ffppoa 01/07/2017 2.5% Per Annum \$
Medical Physics Registrar	
Year 1	67,184
Year 2	74,650
Year 3	82,119
Year 4	89,588
Year 5	97,040
Medical Physics Specialist	
Year 1	111,978
Year 2	126,912

Year 3	141,832
Year 4	156,768
Year 5	171,691
Senior Medical Physics Specialist	
Year 1	179,160
Year 2	186,628
Year 3	194,096
Year 4	201,562
Principal Medical Physics Specialist	
Year 1	209,016
Director Medical Physics Specialist	
Level 1	209,016
Level 2	219,480
Level 3	231,419

Table 2 - Salary Rates for Non-Accredited Medical Physicists

Year of Service / Level	Rates from 01/07/2017 2.5% per annum \$
Medical Physics Registrar	
Year 1	67,184
Year 2	74,650
Year 3	82,119
Year 4	89,588
Year 5	97,040
Medical Physics Specialist (-10%) *	
Year 1	100,778
Year 2	114,220
Year 3	127,649
Year 4	141,091
Year 5	154,520
Senior Medical Physics Specialist (-4%) #	
Year 1	171,993
Year 2	179,162
Year 3	186,330
Year 4	193,498
Principal Medical Physics Specialist (-3%) ≠	
Year 1	202,744
Director Medical Physics Specialist (-3%) ≠	
Level 1	202,744
Level 2	212,896
Level 3	224,477
Note: * Reduced by 10% # Reduced by 4% ≠ Reduced by 3%	

PART C

Transitional Arrangements

- (i) Non-accredited Medical Physicists are to remain on the appropriate non-accredited Medical Physicist classification until such time as they satisfy the accreditation process. In the meantime, they are entitled to 4 hours per week of their normal weekly hours to study for accreditation in which they have enrolled for a period of up to 2 years.
- (ii) Medical Physicists whose accreditation is delayed due to ACPSEM processing of candidates will have their start date for progression backdated to the first exam after the application to correct for this delay and receive payment to meet the loss in earnings due to the said delay.
- (iii) A Medical Physicist currently employed as a Deputy Chief Medical Physicist or Deputy Director of Medical Physics will transfer to Senior Medical Physics Specialist Year 1 or at the level corresponding to their current position, as per Part C Transition Table, whichever is the higher. A Medical Physicist currently in-charge of a specialty and employed on the Principal Hospital Scientist level (job title Chief Medical Physicist or Director of Medical Physics, or similar) will transfer to Director Medical Physics Specialist.
- (iv) It is expected that Medical Physicists who were employed prior to the implementation of this Award as a Senior Hospital Scientist years 6 to 8, and who were directly responsible for an area within a specialty in medical physics, will be promoted to the Senior Medical Physics Specialist Year 1 rate upon submitting a summary of their duties and responsibilities to their employer. It would be expected the summary be supported by the Senior Hospital Scientist's line supervisor. Such promotions should be implemented as soon as possible after the implementation of this Award, but no later than 3 months from that date. In case of disputes, clause 3 (i) applies.
- (v) In the case of Medical Physicists employed prior to this Award as Hospital Scientist Years 1 to 6, such Medical Physicists are to transfer to rates for Medical Physics Registrars as shown in Part C Transition Table. Such Medical Physicists are not Registrars in the context of this Award, and can progress through either the accredited and non-accredited scales according to the appropriate criteria, and their accreditation status.

Transition Table from Hospital Scientists' Scale to New Structure

Current Hospital Scientists Award level	Transfer to new Medical Physicists Award level
	Medical Physics Registrar Year 1
Hospital Scientist Year 1	Medical Physics Registrar Year 2
Hospital Scientist Year 2	Medical Physics Registrar Year 3
Hospital Scientist Year 3	Medical Physics Registrar Year 4
Hospital Scientist Year 4	
Hospital Scientist Year 5	Medical Physics Registrar Year 5
Hospital Scientist Year 6	
Hospital Scientist Year 7	Medical Physics Specialist Year 1
Hospital Scientist Year 8	
Senior Hospital Scientist Year 1	Medical Physics Specialist Year 2
Senior Hospital Scientist Year 2	
Senior Hospital Scientist Year 3	Medical Physics Specialist Year 3
Senior Hospital Scientist Year 4	
Senior Hospital Scientist Year 5	Medical Physics Specialist Year 4
Senior Hospital Scientist Year 6	
Senior Hospital Scientist Year 7	Medical Physics Specialist Year 5
Senior Hospital Scientist Year 8	
Principal Hospital Scientist Year 1	Senior Medical Physics Specialist Year 1
Principal Hospital Scientist Year 2	
Principal Hospital Scientist Year 3	Senior Medical Physics Specialist Year 2
Principal Hospital Scientist Year 4	

Principal Hospital Scientist Year 5	Senior Medical Physics Specialist Year 3
Principal Hospital Scientist Year 6	
Principal Hospital Scientist Year 7	Senior Medical Physics Specialist Year 4
Principal Hospital Scientist Year 8	
Principal Hospital Scientist Year 9	Principal Medical Physics Specialist
Principal Hospital Scientist Year 10	
Chief Medical Physicist	Director Medical Physics Specialist

P. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/194822)

Before Chief Commissioner Kite

4 July 2017

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Anti-Discrimination
5.	Conditions of Employment
6.	Rates of Pay
7.	No Extra Claims
8.	Area, Incidence and Duration

2. Definitions

"Employee" means a person employed in any Hospital or Local Health District in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Local Health District" means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*.

"Ministry" means the Ministry of Health.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or other organisations deemed acceptable by the Ministry.

"Union" means the Health Services Union NSW.

3. Classifications**3.1 Dental Assistant Grade 1**

- (a) A dental assistant grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Ministry to be equivalent.
- (b) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

3.2 Dental Assistant Grade 2

- (a) A dental assistant grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Ministry to be equivalent.

3.3 Supervision Allowance

- (a) A dental assistant who, in addition to the normal range of duties, is required to supervise two or more dental assistants will be paid a supervision allowance. In order to be paid this allowance, the supervising dental assistant must be responsible for:
 - (i) A range of administrative tasks associated with clinical operations as required by the Health Service, and
 - (ii) The day to day supervision of staff including functions such as rostering, allocation of duties, conduct of or participation in performance reviews and input into management decisions.
- (b) The supervision allowance is to be paid as part of the employee's permanent salary, following a merit selection process. The rate of allowance paid is dependent upon the number of employees supervised and is contained in Table 1 of Part B, Monetary Rates in the Health Professional Medical Salaries (State) Award. If an employee is required to relieve for 5 days or more in the role of the supervisor, and performs all of the duties of the supervisor, then the supervision allowance will be paid to such employee.

3.4 Dental Assistant Level 3

- (a) Dental assistant grade 3 means a person who is appointed to such a position and who has a coordinating role across either a number of clinics in a Local Health District(s) or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in clause 3.3 above.
- (b) The scope of grade 3 positions is Local Health District(s)-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.
- (c) A level 3 dental assistant will be required to do most or all of the following duties:
 - (i) Perform the usual range of dental assistant duties when required.
 - (ii) Recruitment of dental assistants.
 - (iii) Manage trainee dental assistant programs.
 - (iv) Participate in sector or area wide committees such as infection control, education, and performance improvement.
 - (v) Manage/participate in conflict resolution where required.
 - (vi) Chair dental assistant forums and meetings.
 - (vii) Mentor other dental assistants in their role as supervisors, including performance management and review processes.
 - (viii) Assist in managing safety issues.

- (ix) Manage the educational needs of dental assistants.
- (x) Manage staff relief across the sector/area.
- (xi) Prioritising of workload in conjunction with oral health practitioners.
- (xii) Co-ordinate and order all stock and consumables including:
 - liaison with external providers, and
 - being fully conversant with State contract processes.
- (xiii) Ensure the proper maintenance of equipment through:
 - training and monitoring of dental assistants in maintenance duties,
 - effecting minor repairs,
 - co-ordinate the repair services provided by external and internal providers, and
 - ensure contractual requirements of external providers are met.

4. Anti-Discrimination

- (a) It 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 Sward 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 the legislation referred to in this clause.

NOTES -

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

5. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

6. Rates of Pay

Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award, as varied or replaced from time to time.

Previous service as a Dental Assistant is to be taken into account in determining the commencing salary on employment.

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (a) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year.
- (b) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award published 26 June 2009 (368 I.G. 604) and all variations thereof.
- (c) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/194904)

Before Chief Commissioner Kite

4 July 2017

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Conditions of Employment
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing rates of Pay
7.	Grading Committee
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Title

This Award shall be known as the Public Hospitals Library Staff (State) Award.

2. Conditions of Employment

The conditions of employment for employees covered by this Award shall be as prescribed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied or replaced from time to time.

3. Salaries

The salaries for employees covered by this Award shall be as prescribed by the Health Professional and Medical Salaries (State) Award, as varied or replaced from time to time.

The classifications of library staff shall be as follows:

Librarian

Library Technician

Library Assistant

4. Definitions

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"Local Health District" means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*.

"Union" means the Health Services Union NSW.

"Weekly Rates" will be ascertained by dividing the annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain an annual amount.

5. Descriptors

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician

Grade 1 - A para-professional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Librarian

Grade 1 - A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Grade 2 - An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Grade 3 - A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject

knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Grade 4 - A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service, or may contribute towards the research activities at a tertiary teaching hospital.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

6. Commencing Rates of Pay

- (i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in the Health Professional and Medical Salaries (State) Award.
- (ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in the Health Professional and Medical Salaries (State) Award.

7. Grading Committee

A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital/Local Health District:

- (i) The grading of any new position or variation of grading of a position as the result of substantial change in the duties and/or responsibilities or any grading anomaly; and
- (ii) The date of the effect of the grading recommended.

Provided that -

- (a) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
- (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (c) where a retrospective date of effect is recommended such date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.

8. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Library Staff (State) Award published 24 April 2009 (367 I.G. 1403) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/194932)

Before Chief Commissioner Kite

4 July 2017

AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Salary and Grading Structure
3.	Grading Committee
4.	Labour Flexibility
5.	Anti-Discrimination
6.	Conditions of Service
7.	No Extra Claims
8.	Area, Incidence and Duration

1. Definitions

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Medical Record Librarian" means a person employed in the industry of medical record librarianship in Public Hospitals who has qualifications acceptable to the New South Wales Association of Medical Record Librarians or such other qualifications deemed to be equivalent by the employer.

"Officer" means a medical record librarian employed by the employer.

"Service" for the purpose of salaries means service as a medical record librarian in a public hospital whether in New South Wales or elsewhere in Australia or other service acceptable to the employer.

"Union" means the Health Services Union NSW.

2. Salary and Grading Structure

For current salaries refer Health Professional and Medical Salaries (State) Award, as varied or replaced from time to time.

Medical Records Administrator / Medical Records Manager

Grade 1	All other hospitals including, Western Suburbs, Balmain, Grafton, St. Margaret's, Royal South Sydney, St. Josephs, Hawkesbury, Blue Mountains.
Grade 2	Albury, Bathurst, Canterbury, Coffs Harbour, Dubbo, Fairfield, Griffith, Manning, Port Kembla, Shellharbour.
Grade 3	Auburn, Campbelltown, Camden, Lismore, Wagga.

Grade 4	Mt. Druitt, Manly, Bankstown, Ryde, Mona Vale, Nepean, Blacktown, Sydney, Royal Women, Sutherland.
Grade 5	Hornsby, Liverpool, St. George, Wollongong, Gosford, Newcastle, Royal Alexandra Children's Hospital and Country Regions.
Grade 6	St. Vincent's and Royal North Shore Hospital.
Grade 7	Royal Prince Alfred Hospital, Prince of Wales and Prince Henry Hospital.
Grade 8	Parramatta Hospitals - Westmead.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer
 - (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
 - (b) the date of effect of the grading recommended. Provided that:
 - (1) an employee shall, while the grading of his position is under consideration by the committee be ineligible to be a member of the committee;
 - (2) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (3) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.

Except as otherwise provided, the matters to be referred to the committee shall be:

- (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the employer may approve.
- (iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
 - (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the employer, a written report stating the grading or date of effect which they consider appropriate with their

reasons therefore and indicating also whether they wish to interview the employer in connection with their representations.

- (vi) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vii) Nothing in this clause shall affect the right of the Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employee under this Award.

4. Labour Flexibility

- (i) The employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training, consistent with the employee's classification, grouping and/or career stream, provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

5. Anti-Discrimination

- (i) *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

6. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award Takes effect from 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals Medical Records Librarians Award published 24 April 2009 (367 I.G. 1408) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 2017/205582)

Before Chief Commissioner Kite

13 July 2017

AWARD

PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title

This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2017. The terms of this Award will apply to Traffic Signals Staff employed as members of the Transport Service in the RMS Group.

2. Arrangement

Clause No. Subject Matter

PART A

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- 4. Purpose of this Award
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3. Definitions

- 3.1 "RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

- 3.2 "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed as members of the Transport Service in the RMS Group.
- 3.3 "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.
- 3.4 "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

- 3.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

4. Purpose of This Award

- 4.1 The main purpose of this Award is to ensure that the Roads and Maritime Services, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Roads and Maritime Services Authority to achieve lasting customer satisfaction and increased productivity.
- 4.2 RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- 4.3 This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

5. Area, Incidence and Duration

- 5.1 This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2017.
- 5.2 This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates as members of the Transport Service in the RMS Group.
- 5.3 This Award will remain in force for a period of two (2) years from 1 July 2017, and rescinds and replaces the Roads and Maritime Services (Traffic Signals Staff) Award 2015 published 3 July 2015 (377 I.G. 290) as varied.
- 5.4 Staff covered by this Award will receive a 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2017, and a further 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2018.
- 5.5 The parties bound by the Award are the:
- (a) The Secretary of the Department of Transport as head of the Transport Service; and
 - (b) Electrical Trades Union of Australia, New South Wales Branch.
- 5.6 The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2019 by a party to this Award.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

7. Grievance Resolution

- 7.1 Grievance resolution
- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - (i) relate to a perceived denial of an entitlement;

- (ii) relate to a perceived lack of training opportunities;
- (iii) involve a suspected discrimination or harassment.
- (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- (c) The Grievance Resolution Procedure is detailed in Appendix B.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

8. Dispute Settlement Procedure

8.1 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - (iii) If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - (v) The ETU reserves the right to vary this procedure where a safety factor is involved.

8.2 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the *Work Health and Safety Act 2011* (NSW), and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - (i) Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - (ii) To allow RMS a reasonable amount of time to respond.
 - (iii) RMS has a duty to address the issue identified, and
 - (iv) Report on the issue within a reasonable timeframe.
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.

- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledges that the creation of an industrial dispute over a WH&S matter that is not legitimate is a breach under section 268 of the *Work Health and Safety Act 2011* (NSW).

9. Anti-Discrimination

- 9.1 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.
- 9.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4 Nothing in this clause is to be taken to effect:
 - (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.
- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

10. Employment Categories

- 10.1 General terms
 - (a) Employment is by the fortnight for full-time and part-time staff.

- (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - (i) they have the skills, competence, training and qualifications to undertake;
 - (ii) are within the classification structure of this Award;
 - (iii) do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":
 - (i) up to three year's service 2 weeks notice;
 - (ii) more than three years but less than five year's service at least 3 weeks notice;
 - (iii) more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

10.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - (i) ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties;
 - (ii) appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
 - (i) agreed between RMS and the staff member concerned;
 - (ii) set out in a written agreement signed by both parties and approved by the appropriate Branch Manager;
 - (iii) able to be varied at any time by negotiation between the parties.

- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

10.3 Promotion criteria

- (a) All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.
- (b) Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

SECTION THREE - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

11. Working Hours

- 11.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - (a) a 20 day, 4 week cycle;
 - (b) Monday to Friday inclusive;
 - (c) 19 working days of 8 hours each;
 - (d) working hours each day between 6.00am and 5.30pm.
- 11.2 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 11.3 For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- 11.4 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 11.5 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 11.6 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 11.7 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 11.8 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- 11.9 Staff who have either:
 - (a) not worked a complete four-week cycle, or
 - (b) are regarded as not having worked a complete four-week cycle according to 11.1 above.

receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.

11.10 Staff may be required to work on their ADO for the following reasons:

- (a) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours;
- (b) because of unforeseen delays to a particular project (or part);
- (c) emergency or other unforeseen circumstances on a project.

11.11 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:

- (a) given at least five (5) working days notice of the change;
- (b) not paid penalty payments;
- (c) permitted to take an alternate day off in the work cycle.

11.12 Staff required to work on their ADO without the notice period outlined in subclause 11.11 and who are not provided with an alternate day off will be paid at Saturday overtime rates.

11.13 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.

11.14 The conditions in 11.2 - 11.11 above also apply to continuous shift workers.

11.15 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

11.16 Changes to work cycles

- (a) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal working week as set out in subclause 11.1 or return to the normal working week as set out in subclause 11.1, RMS will engage in a consultation process in accordance with clause 8 (Dispute Settlement Procedure).
- (b) In addition to any obligation on the parties to consult as set out in clause 8 (Dispute Settlement Procedure), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
- (c) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 8.1 (Dispute Settlement).
- (d) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission. For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
- (e) Subclause 11.16 will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.

12. Shift Work

12.1 General

- (a) For the purpose of this clause:
 - (i) "Afternoon shift" means a shift on which ordinary time
 - finishes after 6.00pm and
 - at or before midnight.
 - (ii) "Night shift" means a shift on which ordinary time
 - finishes after midnight and at or before 8.00am
 - commences at or before 4.00am.
- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
 - (i) at change of shifts when a minimum of 8 hours will be allowed, or
 - (ii) in cases of unavoidable necessity.
- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
 - (i) paid double time until they are released from duty;
 - (ii) entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters;
 - (ii) where shift workers do not report for duty and day workers or shift workers are required to replace them;
 - (iii) where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
 - (i) between 11.00pm and 12.00 midnight Friday;
 - (ii) between 12.00 midnight Sunday and 7.00am Monday;is paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) "Sunday time" is:
 - (i) time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday.
 - (ii) paid at double time rate.

- (h) "Saturday time" is:
 - (i) time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
 - (i) paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
 - (ii) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

12.2 Short term shiftwork of up to 2 weeks duration for construction or maintenance works

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:
 - (i) Sunday to Thursday inclusive, or
 - (ii) Monday to Friday inclusive.
- (c) Working hours and payments for shifts are:
 - (i) Single shifts:
 - no longer than 8 hours, and
 - paid at time and a half.
 - (ii) Single shifts are worked after 6:00pm and finish before 6:00am.
 - (iii) For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
 - (iv) For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday.
 - (v) Two shifts:
 - worked between 6.00 am and midnight or as agreed with RMS, and
 - paid at time and a quarter.
 - (vi) Three shifts:
 - with the third (night) shift being seven hours and 17 minutes, and
 - paid at time and a quarter.
- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shifts hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.

- (f) Time worked on Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in subclause 12.2 (c)(iv) will be paid at ordinary shift rates.
 - (ii) Sunday shifts referred to in subclause 12.2 (c)(iii) will be paid at ordinary shift rates after midnight Sunday.
- (g) If staff work a shift of less than five continuous days and:
 - (i) it is not due to the actions of staff they will be paid overtime rates;
 - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - (i) arrangements for ADOs during the 20 shift cycle;
 - (ii) accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

13. Overtime

13.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
 - (i) first two hours:
 - time and a half

- (ii) after the first two hours:
 - double time
- (iii) all work on Saturday:
 - time and a half for the first two hours and
 - double time after the first two hours
- (iv) all work on Sunday:
 - double time
- (v) all work on a public holiday:
 - double time and a half
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (g) Overtime is not payable for:
 - (i) any period of work that is less than a quarter of an hour.
 - (ii) time taken as a meal break (except as provided for in 13.1(j)).
 - (iii) time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
 - (i) the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday;
 - (ii) leave in lieu is taken at the convenience of RMS;
 - (iii) leave in lieu is taken in multiples of a quarter of a day;
 - (iv) the maximum period of the leave in lieu for a single period of overtime is one day;
 - (v) leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits;
 - (vi) Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:
 - (i) conferences of professional bodies.
 - (ii) lectures conducted by educational institutions.
 - (iii) self-nominated training activities.

- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
 - (i) 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - (ii) a similar time allowance for each additional 4 hours of overtime worked.
 - (iii) To qualify for the above allowance staff must continue to work after their allowed break.
 - (iv) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the staff member's health and safety;
 - (ii) the staff member's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

13.2 Call-outs

- (a) Staff recalled to work overtime:
 - (i) having ceased normal duty (whether notified before or after leaving the premises).
 - (ii) are paid for a minimum of four hours work at the appropriate rate for each time they are recalled.
 - (iii) will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.
 - (iv) within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.
- (b) Subclause 13.2(a) does not apply where:
 - (i) it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours.
 - (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in subclause 13.3 below.

- (d) Despite 13.2(c), where a staff member:
 - (i) is called out on two or more occasions, and each recall is less than three hours duration, and the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work, the staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.
 - (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.
 - (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.
 - (iv) Should RMS not be able to grant the staff member additional rest time in accordance with subclause13.2(d)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause subclause13.3 comes into operation.

13.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
 - (i) for the purpose of changing shift rosters.
 - (ii) where a shift worker does not report for duty.
 - (iii) where the shift worked by arrangement between staff.

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

14. Compensatory Travel Leave and Payments

- 14.1 Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:
 - (a) to and/or from somewhere other than their normal headquarters.
 - (b) outside normal working hours.
- 14.2 Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- 14.3 Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
 - (a) the normal time for the trip from home to headquarters and return is deducted from travelling time;
 - (b) periods of less than ¼ hour on any day are disregarded;

- (c) travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided;
- (d) travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport;
- (e) travelling time does not include travelling for a permanent transfer which:
 - (i) has increased salary.
 - (ii) is for disciplinary reasons.
 - (iii) is made at the staff member's request.
- (f) travelling time does not include travel by ship on which meals and accommodation are provided.

14.4 Staff are entitled to claim waiting time as follows:-

- (a) Where no overnight stay is involved:
 - (i) 1 hour shall be deducted from the time of arrival and the commencement of work.
 - (ii) 1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.
- (b) Where overnight accommodation is provided:
 - (i) Any time from the completion of arrival until the time of departure shall not count as travelling time unless:
 - work is performed on the day of departure.
 - waiting time less one hour shall be allowed.
 - (ii) Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

15. Salaries

15.1 For a detailed list of the salaries of staff, refer to Part B, Monetary rates.

15.2 For the purposes of this Award:

- (a) the weekly rate will be calculated by dividing the annual salary by 52.17857.
- (b) the hourly rate will be calculated by dividing the weekly rate by 38.
- (c) the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

16. Minimum and Maximum Payments

16.1 Staff who attend for duty and:

- (a) who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required.
- (b) who commence work shall receive 7 hours pay.

17. Incremental Progression

- 17.1 Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- 17.2 RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
 - (a) inefficiency.
 - (b) misconduct in an official capacity.
- 17.3 RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- 17.4 Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

18. Higher Duties Relief

- 18.1 When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief.
- 18.2 If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
 - (a) be paid the next higher rate of pay for the position.
 - (b) be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- 18.3 Periods of relief of less than 5 working days shall not be counted in the above.
- 18.4 All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- 18.5 If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- 18.6 Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

19. Salary and Grade Appeals

- 19.1 Staff may apply to RMS, through their Branch/Section Manager, for an:
 - (a) increase in salary in excess of the rate of salary provided in this Award.
 - (b) alteration in the grade to which the staff member is appointed.
- 19.2 Staff may appeal to RMS if they:
 - (a) are dissatisfied with a decision of RMS,
 - (i) in respect of the staff member's salary or grade.
 - (ii) in respect of any other matter under Part 7 of the *Industrial Relations Act 1996* (NSW).

- (b) do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.

19.3 RMS will hear the appeal and allow the staff member to either:

- (a) attend the appeal and present the case, or
- (b) arrange for their representative to present the case.

20. Allowances and Expenses

20.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award.
 - (i) breakfast
 - when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.
 - (ii) an evening meal
 - when the RMS requires them to travel before 6.30pm and return is after 6.30pm.
 - (iii) lunch
 - when, due to the journey, travel commences before 1 pm and return is after 2pm.
- (b) The allowances will not be paid to staff unless:
 - (i) travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
 - (ii) other staff travel at least 25 km from their headquarters.
- (c) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when:
 - (i) on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters.
 - (ii) a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

20.2 Meals on overtime

- (a) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:
 - (i) for longer than one and half hours.
 - (ii) for working each additional four hours.

- (b) When recalled to work a meal allowance will be paid:
 - (i) after working four hours.
 - (ii) after each additional four hours worked.
- (c) When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

20.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RMS business only if:
 - (i) there is no RMS vehicle, or public or other transport available and
 - (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties.
 - (iii) the use is authorised in advance.
- (c) Staff will be paid the:
 - (i) RMS business rate
 - for use of a private vehicle on RMS business
 - (ii) Specified journey rate
 - for use of private vehicle for transport to a temporary work location
 - for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

20.4 Residential course allowances

- (a) Staff who attend residential courses are entitled to allowances.

20.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
 - (i) elect to arrange and pay for the accommodation direct to the accommodation provider and;
 - (ii) Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award, or
 - (iii) elect to pay actual and reasonable expenses, or

- (iv) elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation.
- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

20.6 Fares to temporary work location

- (a) Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

20.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:
 - (i) at their own request within two years of starting duty at their previous headquarters.
 - (ii) to a new headquarters within 34 km of their previous headquarters.
 - (iii) due to official misconduct.
 - (iv) at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:
 - (i) travel and temporary accommodation on relocation.
 - (ii) temporary accommodation at the new headquarters.
 - (iii) removal or storage of furniture and effects.
 - (iv) conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location.
 - (v) rental subsidy for increased rental costs at the new location.
 - (vi) education costs for dependent children.
 - (vii) relocation costs on a staff member's retirement.
 - (viii) relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

21. Provision of Tools

- 21.1 The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

22. Public Holidays

- 22.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Proclaimed state public holidays

- 22.2 If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to clause 12, Shiftwork and clause 13, Overtime.

- 22.3 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
 - (i) proclaimed (gazetted).
 - (ii) locally agreed.

- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

22.4 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

23. Annual Leave

23.1 Annual leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.

23.2 Leave is granted at the discretion of RMS.

23.3 The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.

23.4 Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.

23.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.

23.6 RMS may direct staff to take leave for which they are eligible, provided that:

- (a) RMS gives the staff member at least four weeks' notice of the starting date of the leave.
- (b) as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

24. Long Service Leave

24.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) Staff who have completed 10 years service recognised by RMS, are entitled to long service leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave.
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RMS, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in (b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.

- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.
- (h) Prior service with other NSW Government bodies may also be recognised by RMS in accordance with Part Three, Division 2 and Schedule 2 of the Government Sector Employment Regulation 2014.
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

24.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - (i) any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
 - (ii) any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with subclauses 24.1 (g) and (h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport;
 - (iii) periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with subclauses 24.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

24.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
 - (i) at a time convenient to RMS;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made to staff as a taxed, non-superable allowance;

- (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
 - (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
 - (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
 - (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years.

whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

24.4 Sick leave while on long service leave

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
 - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

24.5 Public Holidays while on long service leave

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.

- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

24.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - (i) by RMS for any reason other than serious and intentional misconduct; or
 - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity.
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign and immediately commence employment in another government sector agency or in a related government agency may be entitled to have their existing long service leave accrual recognised by their new employer pursuant to Schedule 2 of the Government Sector Employment Regulation 2014.

25. Sick Leave

25.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - (i) that they are unable to attend work,
 - (ii) the nature of their illness or incapacity; and
 - (iii) the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.

- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.
- (i) The type of leave granted to the staff member will be determined by RMS based on the medical advice received.
 - (i) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
 - (ii) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in subclause 25.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedures - Fitness to Continue Assessment or equivalent.

25.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
 - (i) have at least ten years' service recognised by RMS.
 - (ii) have been or will be absent for more than three months, and
 - (iii) have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
 - (i) one calendar month additional special sick leave for each ten years of service; and
 - (ii) an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

26. Family and Community Service Leave

26.1 Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause 26.2. RMS may also grant leave for the purposes as outlined in subclause 26.3. Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

26.2 Such unplanned and emergency situations may include, but not be limited to, the following:

- (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- (b) 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;
- (c) 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;
- (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

- (e) 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.

26.3 Family and Community Service Leave may also be granted for:

- (a) 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
- (b) 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.

26.4 Family and community service leave shall accrue as follows:

- (a) 2½ days (19 hours) in the staff member's first year of service;
- (b) 2 ½ days (19 hours) in the staff member's second year of service; and
- (c) One day (7.6 hours) per year thereafter.

26.5 Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

26.6 Where family and community service leave has been exhausted, 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 to cover the period necessary to arrange or attend the funeral of a family member or relative.

26.7 For the purposes of this subclause, 'family' means a staff member's:

- (a) spouse;
- (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or de facto spouse);
- (g) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
- (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (i) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (ii) 'household' means a family group living in the same domestic dwelling.

26.8 Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.

- 26.9 Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) Accrued recreation leave.
 - (b) Leave without pay.
 - (c) Time off in lieu of payment for overtime.
 - (d) Make up time.
- 26.10 Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 26.11 A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

27. Maternity Leave

- 27.1 Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- 27.2 Unpaid maternity leave may be granted on the following basis:
- (a) up to nine weeks before the expected date of birth.
 - (b) up to 12 months after the actual date of birth.
- 27.3 Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
- (a) fourteen weeks at full pay or
 - (b) 28 weeks at half pay or
 - (c) a combination of the two options above.
- 27.4 The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- 27.5 The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 27.6 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (b) 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
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 27.7 Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.

- 27.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 27.9 Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

28. Adoption Leave

- 28.1 Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- 28.2 Adoption leave starts from the date of taking custody of the child.
- 28.3 Unpaid adoption leave is available to all permanent staff and may be taken as:
- (a) short adoption leave, being three weeks on leave without pay.
 - (b) extended adoption leave:
 - (i) up to 12 months on leave without pay.
 - (ii) including any short or paid adoption leave.
- 28.4 Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay or;
 - (c) a combination of the two options above.
- 28.5 The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- 28.6 Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 28.7 Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- 28.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 28.9 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (b) 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
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 28.10 Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

29. Parental Leave

- 29.1 Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- 29.2 Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
- (a) one week at full ordinary pay; or
 - (b) two weeks at half ordinary pay
- the remainder of the requested leave being unpaid leave.
- 29.3 Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in subclause 29.2.
- 29.4 Parental leave approved by RMS may be taken as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children.
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.
- 29.5 Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.
- 29.6 Communication during Maternity, Adoption and Parental Leave
- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
 - (b) The employee shall take reasonable steps to inform RMS 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.
 - (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 29.6(a).

29.7 Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) RMS 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 RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and RMS's decision made under subclause 29.7(a) must be recorded in writing.
- (d) Request to return to work part-time
 - (i) Where an employee wishes to make a request under subclause 29.7(a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

30. Study and Examination Leave

30.1 Staff are entitled to paid study leave if they are studying a course which:

- (a) is appropriate to their present classification, or
- (b) provides progression or reclassification opportunities relevant to RMS.

30.2 Study leave will be granted on the following basis:

- (a) face-to-face students:
 - (i) half an hour for every hour of lectures, up to a maximum of four hours per week, or
 - (ii) 20 days per academic year, whichever is the lesser.
- (b) correspondence students:
 - (i) half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
 - (ii) 20 days per academic year, whichever is the lesser.

30.3 To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

- (a) five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination.
- (b) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

31. Military Leave

31.1 Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

- (a) military forces:
 - (i) 14 calendar days annual training.
 - (ii) 14 calendar days instruction school, class or course.
- (b) naval forces:
 - (i) 13 calendar days annual training.
 - (ii) 13 calendar days instruction school, class or course.
- (c) air force:
 - (i) 16 calendar days annual training.
 - (ii) 16 calendar days instruction school, class or course.
- (d) an additional grant of up to four calendar days for additional obligatory training.

32. Special Leave

32.1 Staff will be granted special leave for jury service.

32.2 In accordance with RMS Policy and Procedures regarding Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

- (a) transfer
- (b) as a witness when called or subpoenaed by the Crown
- (c) emergency volunteers
- (d) emergency or weather conditions
- (e) trade union activities/training
- (f) ex-armed services personnel: Medical Review Board etc.
- (g) National Aborigines' Day
- (h) miscellaneous:
 - (i) the employees own graduation ceremonies
 - (i) returning officer
 - (ii) local government - holding official office
 - (iii) superannuation seminars
 - (iv) naturalisation

- (v) bone marrow donors
- (vi) exchange awards - Rotary or Lions
- (vii) professional or learned societies

33. Leave Without Pay

- 33.1 Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

SECTION SIX - OTHER CONDITIONS

34. Deduction of Union Membership Fees

- 34.1 The ETU shall provide RMS with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- 34.2 The ETU shall advise RMS 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 RMS at least one month in advance of the variation taking effect.
- 34.3 Subject to 34.1 and 34.2 above, RMS shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised RMS to make such deductions.
- 34.4 Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- 34.5 Unless other arrangements are agreed to by RMS and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- 34.6 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.

35. Contracting Out

35.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

35.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work (subject to Government Approval) relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

35.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.

- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 35.3(b) above.

35.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 8 of this Award.

36. Local Arrangements

36.1 Local arrangements may be negotiated between RMS and relevant Union in relation to any matter contained in this Award.

36.2 All local arrangements negotiated between RMS and the relevant Union must:

- (a) be approved in writing by RMS;
- (b) be approved in writing by the Secretary of the relevant Union; and
- (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).

36.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		Rates inclusive of 2.5% ffppoa 1/7/2017 (\$ pa)	Rates inclusive of 2.5% Ffppoa 1/7/2018 (\$ pa)
Grade 4	Year 1	67 041	68 717
	Year 2	69 671	71 413
	Year 3	72 409	74 219
Grade 5	Year 1	74 901	76 773
	Year 2	77 316	79 249
	Year 3	78 713	80 681
Grade 6	Year 1	80 441	82 452
	Year 2	82 880	84 952
	Year 3	85 596	87 736
Grade 8	Year 1	96 091	98 493
	Year 2	99 988	102 487
	Year 3	103 112	105 690

Table 2 - Allowances and Expenses

* To be updated in accordance with the NSW Treasury Circulars

Clause	Description	\$
20.1 (a) & (c)	Meal on journeys that do not require overnight accommodation Meal allowance	*
20.2	Meals on overtime Meal allowance	*
20.5 (a)(ii)	Lodging and travelling allowances Breakfast Lunch Evening meal Incidentals	* * * *

APPENDIX A - WORKPLACE REFORM

A1 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A1.1 RMS's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RMS management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

- (a) a consistent approach.
- (b) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames.
- (c) the achievement of sustainable and measurable productivity improvements.

A1.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of RMS's workplace reform agenda items.

Project teams will be under the managerial control of RMS Project Manager and will include both RMS and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A1.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A1.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RMS nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of RMS's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A1.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
 - (i) be chaired (to be shared) by the ETU and RMS staff representatives.
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A2 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for RMS's business principles and practices to ensure the most efficient utilisation of resources, by adopting RMS's business rules and by developing achievable performance and productivity measurement targets.

A3 Process improvement

RMS, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

- (a) monitor the development and implementation of process improvement at the directorate and regional level.
- (b) provide appropriate updates, reports and recommendations to the SBU.

A4 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

- (a) acknowledgement of skills held.
- (b) developing a more highly skilled and flexible workforce.

- (c) providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities.
- (d) ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity.
- (e) removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.
To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A5 Performance planning and feedback

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

- (a) implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units.
- (b) supported by appropriate training.
- (c) evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

The parties are committed to:

- (a) ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff.
- (b) clearly defining expectations for each team and staff member against the agreed goals of RMS and productivity standards.
- (c) ensuring each team and staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals.
- (d) obtaining feedback from teams and Staff on RMS's work practices, management practices and possible innovations.
- (e) encouraging teams and Staff to participate in their work unit's decision making process.

A6 Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
 - (i) developed and implemented in consultation with the ETU to link performance in the work place with the goals of RMS.
 - (ii) evaluated and monitored by the SBU.
- (b) In making this commitment, the parties accept, in principle, the need to:
 - (i) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources.
 - (ii) review and rationalise administrative procedures.

- (iii) reduce and update documentation.
- (iv) ensure, where possible, consistent working conditions for all Staff.
- (v) provide opportunities for all Staff to better manage their working and personal lives.
- (vi) review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A7 Work environment

(a) Work Health and Safety

RMS is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- (i) implementation of appropriate health and safety practices and procedures.
- (ii) appropriate management policies and practices.
- (iii) the active and constructive involvement of all Staff; and
- (iv) management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the *Work Health and Safety Act 2011* (NSW) and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

(b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

RMS is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to RMS's policy and guidelines for a harassment free workplace as set out in the *Human Resources Manual*.

A8 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, RMS will:

- (a) abide by the provisions of the *Industrial Relations Management Guidelines*, December 1999, as developed by the NSW Government's *Construction Policy Steering Committee*.
- (b) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause A7, Work environment.

- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A7 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A9 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

- (a) Work Health and Safety issues;
- (b) quality of working life;
- (c) recognition of family responsibilities;
- (d) shift work patterns;
- (e) adequate remuneration for Staff who undertake shift work;
- (f) rostering arrangements; and
- (g) programmed overtime.

A10 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A11 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A12 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B - GRIEVANCE RESOLUTION PROCEDURE

Grievance Resolution Procedure

Section A - Introduction

1. Why is This Procedure Required and Who is It for?

Roads and Maritime Services values the contribution of all staff to the achievement of our business objectives. The Grievance Resolution Procedure provides guidance to all managers and staff on how to raise and address work-related concerns and grievances promptly, impartially and confidentially. This procedure and process may be used by:

- staff to address work-related concerns and grievances with other staff, and
- managers to resolve work-related concerns and grievances between staff.
- The Grievance Resolution Procedure does not cover matters relating to:
 - work health and safety or compensation [refer - Work Health and Safety Manual]
 - poor performance issues [refer - Managing Unsatisfactory Performance and Conduct Procedure]
 - fraud, corruption, maladministration or serious or substantial waste of resources [refer - Corrupt Conduct and Maladministration Prevention Policy and PN 017]
 - misconduct and disciplinary issues [refer - Discipline Policy], or
 - personal non-work related concerns or grievances.

This procedure applies to all staff of Roads and Maritime Services, skill hire personnel and professional service contractors.

Read this procedure in conjunction with the Workplace Professionalism and Conduct Policy.

2 Definitions

Term	Definition
Grievance	A clear statement by a staff member of a work-related problem, concern or complaint. Grievances may include matters involving: <ul style="list-style-type: none"> • a workplace communication or interpersonal conflict • allocation of work or development opportunities • changes to work processes or practices, or • the interpretation or application of a workplace policy.
Grievant	The staff member who has a work-related grievance
Respondent	The staff member who is the subject of a work-related grievance

Section B - Procedure

Workplace grievances are work-related problems, concerns or complaints.

Any staff member involved in any way in a grievance matter is protected against action for defamation provided they:

- raise the grievance in accordance with this procedure
- do not intentionally make a vexatious, malicious or substantially frivolous complaint [see Section 1], and
- maintain confidentiality and do not publish or make information available concerning the grievance to persons who are not directly involved in the grievance.

1 Vexatious complaints

Vexatious complaints are those that do not contain sufficient grounds for action. Vexatious complaints include but are not limited to those issues which are raised:

- with malicious intent

- with the primary intent to divert organisational resources to delay another matter from being expeditiously dealt with
- with the sole intention to annoy or harass another person
- frivolously, or
- are otherwise lacking in substance.

Staff found to be making vexatious and/ or frivolous complaints may be subject to disciplinary action in line with policies and procedures.

2 Confidentiality

All staff involved in a grievance (including its resolution) must maintain confidentiality and only discuss the matter with their manager, nominated support person (if any), other staff involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary or legal action.

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

3 Documentation

Any documentation relating to addressing grievance matters must be kept securely.

Where the manager addresses grievances directly [see Section 6], they must take brief and factual diary or file notes of all agreed actions and timelines. These notes are to be retained in a secure manner for one year. In addition the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at WorkplaceConduct@transport.nsw.gov.au [see Section 6.4].

4 Victimisation

Victimisation is any unfavourable treatment of a person as a consequence of their having lodged a grievance, being the subject of a grievance or being otherwise involved in a grievance.

Staff who raise or are otherwise involved in a grievance, are not to be victimised in any way.

Disciplinary proceedings may be commenced against any staff member who victimises or retaliates against a person lodging or otherwise involved in a grievance.

5 Addressing a grievance

A grievance does not need to be submitted in writing in order for the grievance to be addressed.

Grievances may be referred to the Workplace Conduct and Investigations Unit at any time directly by the staff member, their manager, another senior manager or the General Manager, Human Resources.

5.1 Seeking advice

At any time, staff can seek guidance on policies and procedures by contacting HR Advisory or their union delegate.

Managers may access advice and support from the Workplace Conduct and Investigations Unit.

5.2 Local, informal resolution

Ideally, grievance matters are most effectively addressed informally at a local level between the parties directly involved.

If the person with the grievance feels able, they should discuss the matter with the person involved or with the manager as soon as possible. In many cases, issues are dealt with most effectively in this way and any misunderstandings can be quickly cleared up.

Where informal discussions are not possible or do not resolve the matter, either party can discuss the matter with their manager, a more senior manager, or the Workplace Conduct and Investigations Unit.

6 Grievance addressed by manager

Where the manager is addressing the grievance, in the first instance they can seek advice and guidance from the Workplace Conduct and Investigations Unit.

The manager must inform all participants that the matters under discussion are confidential and participants must not discuss or divulge any information related to the matter with any person not directly involved in the grievance resolution process.

The manager must also encourage all participants to access the Employee Assistance Program for any additional support they may need.

6.1 Manager's initial meeting with staff member with a grievance

The manager is to meet with the staff member who has a grievance (the grievant) within 24 hours of them raising the matter, or as soon as practical.

The purpose of the meeting is to clarify the grievant's concerns and desired outcomes.

At any time during this process and following consultation with the Workplace Conduct and Investigations Unit, the manager may determine:

- the matter should be dealt with under a separate process, e.g. where discipline or work health and safety issues are identified, or
- that the grievance is vexatious

and make the appropriate referrals.

Where the manager is of the view that the matter can be dealt with under the Grievance Resolution Procedure, they must inform the grievant that they will discuss the nature of the grievance and any relevant details with the staff member who is the subject of the grievance (the respondent) and, where necessary, any other relevant witnesses.

6.2 Meeting with respondent

The manager must then meet with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager must inform the respondent that the manager may discuss the nature of the grievance with relevant witnesses.

6.3 Meeting with any witnesses

The manager may determine that discussions with any witnesses may assist them in the grievance resolution process. The manager must meet with witnesses as soon as practical.

The manager must not provide witnesses with any more information than they need in order to respond to matters requiring confirmation or clarification.

6.4 Concluding the grievance

Once the manager has gathered sufficient information on the matter, they are to convene a meeting with the parties directly involved.

The manager needs to set aside a reasonable period of time for the meeting (2 - 3 hours) and ensure any necessary arrangements are put in place to enable dedicated commitment to the process by all parties. Depending on the circumstances, joint or separate meetings may be held with the grievant and the respondent. It is preferable that a joint meeting is held as lasting solutions are generally those that are generated collaboratively by the parties involved.

Outcomes can include:

- the parties reach agreement
- there is an improvement in the immediate circumstances that gave rise to the grievance
- outstanding issues remain but the parties agree to disagree and continue to work in a professional manner, and/ or
- there is no possible action that can be taken to resolve the matter but the parties accept this and the matter will not be discussed again.

If the grievance is not successfully resolved, the manager can refer the matter to a more senior manager and/ or seek advice and support from the Workplace Conduct and Investigations Unit.

In all cases, the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at WorkplaceConduct@transport.nsw.gov.au.

7 Action by Workplace Conduct and Investigations Unit

Where a grievance matter has been raised directly with, or referred to, the Workplace Conduct and Investigations Unit (WCIU) are to contact the parties involved, discuss the matter with them and assess the most appropriate action to be taken.

Actions may include one or more of the following:

- a facilitated discussion (conducted by the WCIU or another nominated person)
- mediation
- development of a remedial action plan
- referring the matter to be dealt with under a separate process, e.g. where discipline or work health and safety issues are identified, and/ or formal investigation, or
- other appropriate action as determined by the WCIU.

8 Grievance appeals

The grievant or respondent may lodge an appeal where they believe that the whole or part of the grievance resolution process did not comply with the requirements of this procedure.

The appeal must be lodged in writing to the Chief Executive, no later than 21 calendar days after the parties have been advised of the outcome.

The Chief Executive is to review the relevant documentation, take any further action they deem necessary and provide formal notification to the parties involved of their decision.

9 Supporting Documentation

Name of document	Location	Document Type
Workplace Professionalism and Conduct Policy	Intranet - HR Manual	Policy
Code of Conduct and Ethics	Intranet - HR Manual	Policy

Section C - Governance

1 Roles and Responsibilities

Role	Description
Staff member, skill hire personnel and professional services contractor	Ensure all behaviour is in accordance with the RMS Code of Conduct and Ethics and this procedure Commit to resolving work-related disputes or differences in a constructive, cooperative and timely manner
Manager	Model appropriate behaviours in the workplace and undertake preventative measures in accordance with this procedure Resolve workplace disputes and grievances in a fair and timely manner and in accordance with this procedure

2 Policy directory requirements

This Roads and Maritime Services Human Resources Manual policy is approved for use.

Date of approval: 1 July 2017

3 Evaluation and review

Review of this procedure is scheduled 2 years from the date of approval.

4 Further information

HR Advisory
Intranet: HR@RMS - 'Ask HR a question'
Email: tfnswhr@transport.nsw.gov.au
Phone: 1800 618 445

Workplace Conduct and Investigations Unit
Email: WorkplaceConduct@transport.nsw.gov.au

Section D - Tools

Grievance Resolution Flowchart

(please see file)

Section E - Document Control

Version control and change history

Version number	Approval date	Approved by	Amendment
01	9 August 2012	General Manager Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Investigations Unit
02	9 July 2014	General Manager Human Resources	Updated in accordance with Roads and Maritime Services Consolidated Award 2014
03	14 March 2016	General Manager Human Resources	Updates for Equip implementation.

APPENDIX C - GLOSSARY OF TERMS

Traffic Signals Group

(a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.
Essential: Possession of A1 grade electrical mechanic's licence.

(b) RMS Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

- (i) In charge of a gang / crew engaged on any of the following:
- Routine maintenance
 - Emergency maintenance
 - Accident repair
 - Construction / Reconstruction
 - Miscellaneous activities.
- (ii) Member of a team engaged in development, maintenance or repair of traffic signal equipment.
- (iii) Tasks might include:-
- Supervision and control of other employees
 - Assisting a trades person in a gang where more than one trades person is deployed

- Inspection checking and repair or replacement of traffic signal equipment
- Report writing
- Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)
- Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RMS Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

- (i) In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.
- (ii) Engaged in traffic systems work.
- (iii) Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (iv) Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

- (i) Provide technical advice and support to the Equipment Service Manager.
- (ii) Guide and co-ordinated the work of a group of traffic signals technicians.
- (iii) Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.
- (iv) Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- (v) Preparation and testing of controller personalities against design plans.
- (vi) Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, e.g. traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

- (i) Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.
- (ii) Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- (iii) Supervise the work of contractors as required.
- (iv) Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (iv) Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

- (i) Incremental progression to be subject to satisfactory service.
- (ii) Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.
- (iii) Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

- (iv) Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

- (v) The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc., for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade C.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade .
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 205584 of 2017)

Before Chief Commissioner Kite

13 July 2017

AWARD

Arrangement

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APPENDIX A - Workplace Reform

PART A

CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This Award is known as the Roads and Maritime Services (Wages Staff) Award 2017 (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union;
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union.

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions."

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older.

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 15.5.

"Casual Employee" means an Employee engaged and paid as such.

"Continuous Shift Work": see clause 19.2(b).

"Continuous Work Pattern": see clause 15.6.

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

"Chief Executive" means the Chief Executive of the Roads and Maritime Services.
(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the *Interpretation Act 1987* (NSW).

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing.

"Dispute": see subclause 47.2.

"Distant Work": see clause 29.2.

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 25).

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

"Normal Work Cycle": see clause 15.4.

"Ordinary Shift Hours": see clause 19.2(a).

"Pay Day": see clause 22.3.

"Public Holiday": see clause 45.

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back.

"RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "RMS" refers to the business of the Roads and Maritime Services rather than to the employer).

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

"Regulator": see the *Work Health and Safety Act 2011* (NSW).

"SBU" means Single Bargaining Unit (see clause 46.2).

"Shift Loading": see subclause 19.2(c).

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee's contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship.

"Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
- 4.2 This Award shall commence from the first full pay period to commence on or after 1 July 2017, and shall have a nominal expiry date of 30 June 2019. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2015 published 3 July 2015(377 I.G. 1176), as varied.
- 4.3 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the 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 2019 by a party to this Award.
- 5.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

6. Anti-Discrimination

- 6.1 It is the intention of the Parties 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.
- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation 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 is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because that Employee:
- (a) has made a complaint of unlawful discrimination or harassment, or
 - (b) may make a complaint of unlawful discrimination or harassment, or

(c) has been involved in a complaint of unlawful discrimination or harassment.

6.4 Nothing in this clause is to be used to:

- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) enforce the offering or provision of junior pay rates to people under 21;
- (c) promote 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) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

6.5 This clause does not create legal rights or obligations in addition to those imposed upon all parties by the legislation referred to in this clause.

NOTE:

- 1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
- 2. Section 56(d) of the *Anti-Discrimination Act 1977*, states:

"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."

7. Work Health and Safety

7.1 In this clause:

- (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 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.

7.2 Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises 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.
- 7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.
- 7.4 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.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

- 8.1 Employees may be engaged under any of the following employment categories:
 - (a) full-time;
 - (b) part-time;
 - (c) limited duration;
 - (d) casual;
 - (e) apprenticeship/traineeship.
- 8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.
- 8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:
 - (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;
 - (b) wages and all relevant entitlements are on a pro-rata basis;
 - (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:
 - (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
 - (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.
- 8.4 Employees may be engaged on a Limited Duration basis for:
 - (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
 - (b) the duration of a project with anticipated starting and finishing dates.
- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.

- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.
- 8.7 RMS may engage an Employee on a casual basis. Casual Employees are paid as follows:
- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
 - (b) for each hour worked in excess of the normal working hours of full-time Employees performing similar duties, the applicable overtime rate plus a casual loading of 20%;
 - (c) for a minimum of three hours per engagement; and
 - (d) all relevant allowances.
- 8.8 The following clauses of this Award do not apply to Casual Employees:
- (a) clause 11 – Probationary Period;
 - (b) clause 12 – Termination of Employment;
 - (c) clause 15 – Accrued Day Off;
 - (d) clause 20 – Recall to Work;
 - (e) clause 24 – Higher Duties;
 - (f) clause 25 – On-call Allowance;
 - (g) clause 32 – Annual Leave;
 - (h) clause 34 – Sick Leave;
 - (i) clause 35 – Special Sick Leave; and
 - (j) clauses 41 to 44 (inclusive) – Study and Examination Leave, Military Leave, Special Leave and Public Holidays.

9. Apprentices and Trainees

- 9.1 In this clause:
- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
 - (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students.
- 9.2 General
- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
 - (b) A tool allowance is included in the Apprentice rates of pay.

9.3 Adult Apprentices

- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or
 - (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.

9.4 School based Apprentices

- (a) A School Based Apprentice is paid the relevant hourly rate:
 - (i) for each hour worked; and
 - (ii) for each Deemed Training Hour.

9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.

9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

9.7 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.

9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted 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.

9.9 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.

9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will continue to be paid in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 4.

10. Employment Obligations

10.1 Employees must:

- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
- (b) use the tools, plant and equipment for which the Employee has been trained;
- (c) wear appropriate personal protective equipment.

10.2 Employees are not required to work in a manner that promotes de-skilling.

10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 27, 28 and 29. While performing these duties the Employee will maintain their existing classification under the Wages

Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 25 - Higher Duties.

- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.

12. Termination of Employment

- 12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:

- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
- (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
- (c) without notice for misconduct.

- 12.2 Unless termination occurs for misconduct, the required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.
- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination

date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.

- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.
- 13.2 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 twelve months shall thereafter have the right to request to have his or her casual employment converted to permanent full-time employment or part-time employment.
- 13.3 Every Employer of such a casual Employee shall give the casual Employee notice in writing of the provisions of this subclause within four weeks of the casual Employee having attained such period of twelve months. However, the casual Employee retains his or her right of request under this subclause if the Employer fails to comply with this notice requirement.
- 13.4 Any casual Employee who has a right to request under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to request to convert his or her casual 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 request, but shall not unreasonably so refuse. Where an Employer refuses a request 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 an agreement. Any dispute about a refusal of a request to convert casual employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.5 Any casual Employee who does not, within four weeks of receiving written notice from the Employer, request to convert his or her casual employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 13.6 Once a casual Employee has requested 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.
- 13.7 If a casual Employee has requested to have his or her casual employment converted to full-time or part-time employment in accordance with this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, 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).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to request 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 request to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked.

- 13.9 Following an agreement being reached pursuant to this clause, the casual 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.
- 13.10 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

14. Local Arrangements

- 14.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 14.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 14.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

15. Hours of Work

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 15.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 15.2 A normal working cycle consists of 152 hours and:
- (a) is 19 working days within a 20 day, four week period,
 - (b) is 8 hours worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles an Employee to one day off in each four week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 15.3 Subclause 15.2 does not apply to Sydney Harbour Bridge maintenance staff (see subclauses 51.3 to 51.5 for the working hours of this group).
- 15.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,

- (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
- (c) greater flexibility.
- (d) the Employee(s) will be given one (1) week's notice of the change.

15.5 Flexible Arrangements

- (a) alternatives to the normal work cycle include a:
 - (i) 9 day fortnight;
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
- (b) Changes to work cycle:
 - (i) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal work cycle as set out in subclause 15.5(a)(i) or (ii) or return to the normal work cycle set out in subclause 15.2, RMS will engage in a consultation process in accordance with clause 46 (Consultation).
 - (ii) In addition to any obligation on the parties to consult as set out in clause 46 (Consultation), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (iii) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 47 (Grievance and Dispute Resolution).
 - (iv) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission (NSWIRC). For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
 - (v) Subclause 15.5(b) will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- (c) If an Employee's working time/hours are varied consistent with subclause 15.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm;
 - (ii) 80 ordinary hours each fortnight.

15.6 Continuous work patterns:

- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
- (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.

- (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.
- (iii) not required to work on more than 10 consecutive days, and
- (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

16. Accrued Day Off

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 If an Employee works a 9 day fortnight under a flexible arrangement pursuant to subclause 15.5, they will receive one additional day off (making a total of two) in each 20 day, four week cycle.
- 16.2 If an Employee works a 4 day week they will receive three additional days off (making a total of four) in each 20 day, four week cycle.
- 16.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as a working day.
 - (b) any public holidays occurring pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as 8 hours.
- 16.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate;
 - (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- 16.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 16.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 16.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
 - (a) be given at least one (1) week's notice of the change;
 - (b) be given a copy of the program of alternative ADOs;
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).

- 16.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
- (a) stops others from carrying out their work.
 - (b) results in other Employees having to complete maintenance tasks outside normal working hours.
 - (c) delays a project.
- 16.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 16.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates.
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 16.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual).
- 16.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

17. Meal Breaks

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 17 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 17.1 This clause does not apply to Shiftworkers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.
- 17.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:
- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
 - (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
 - (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.
- 17.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

18. Tea Break

- 18.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.
- 18.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

19. Shift Work

19.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant.
- (b) Traffic Emergency Patroller.
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant.

The conditions for shift work applicable to these roles are detailed in section 7.

19.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

19.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

19.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 15.5(b), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or
 - (iii) a four day week.
- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.

19.5 The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

19.6 For Employees whose normal shift is worked between:

- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.

- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.
- 19.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:
- (a) Friday shifts referred to in subclause 19.6 are paid at ordinary shift rates.
 - (b) Sunday shifts referred to in subclause 19.6 are paid at ordinary shift rates after midnight Sunday.
- 19.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- 19.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.
- 19.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.
- 19.11 If an Employee works a shift of less than five consecutive working days and it is:
- (a) due to the Employee's actions, they shall be paid normal shift rates.
 - (b) not due to the Employee's actions, they shall be paid overtime rates.
- 19.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 19.11.
- 19.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 17.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.
- 19.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

20. Overtime

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 20 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 20.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:
- (a) any risk to health and safety;
 - (b) the Employee's personal circumstances, including family and carer responsibilities;
 - (c) the needs of RMS;
 - (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
 - (e) any other relevant matters.

20.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.

20.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay Rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon Saturday	Time-and-a-half for the first two hours, then double-time

20.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time.

20.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

20.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

20.7 10 Hour Break

- (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work.
- (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
- (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
- (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
- (e) Subclauses 20.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
- (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;
 - (ii) the Employee is required to replace other shift workers who do not report for duty; or

(iii) the overtime is worked by arrangement between the Employee and other Employees.

- 20.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.
- 20.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 20.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 20.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 20.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 20.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 20.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.

Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 20.13 to 20.14.

21. Recall to Work

- 21.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 21.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 21.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 21.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 21.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor
 - (b) that an Employee has failed to meet their contract hours.

- 21.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS

22. Payment of Wages

- 22.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 22.2 Each Employee will receive a confidential docket with the following details:
- (a) gross amount and particulars of wages and allowances.
 - (b) amount and particulars of deductions.
 - (c) classification.
 - (d) date on which payment is made.
 - (e) period of employment to which the payment relates.
 - (f) amount and type of deductions.
- 22.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.
- 22.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

23. Rates of Pay

- 23.1 The rates of pay in this Award are set out in Table 1, Part B of this Award. The pay rates outlined in Table 1, Part B incorporate the following wage increases:
- (a) 2.5 % from the first full pay period to commence on or after 1 July 2017,
 - (b) 2.5% from the first full pay period to commence on or after 1 July 2018.
- 23.2 The pay rates in this Award are based on the "RMS Wages Classification Structure."
- 23.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

24. Allowances

- 24.1 Operative dates and future increases in other rates and allowances
- (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 2.5 per cent effective from the first full pay period on or after 1 July 2017.

- (b) Relevant expense related allowances e.g. overtime meal allowance, shall increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

24.2 General

- (a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

24.3 Asphalt plant repairs allowance

- (a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances," in Part B of this Award for repairs, maintenance or alterations to the following designated areas:
 - (i) dryer drum
 - (ii) hot elevator
 - (iii) single chute (Bellambi)
 - (iv) screens
 - (v) weighing hopper
 - (vi) pug mill
 - (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
 - (viii) cyclone
 - (ix) hot bitumen kettle (Bellambi)

24.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

24.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:
 - (i) abrading by hand or mechanical means;
 - (ii) dry or wet blasting inside containment;

- (iii) grit recovery inside containment;
- (iv) bagging and packaging lead contaminated waste;
- (v) cleaning filters and/or performing internal maintenance on dust extractors;
- (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
- (vii) erecting previously used containment sheeting;
- (viii) removing and disposing of containment sheeting;
- (ix) flame cutting or welding on the structure;
- (x) decontaminating and removing materials and equipment from within the confines of the containment; or
- (xi) bagging and un-bagging of lead contaminated personal protection equipment.

24.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

24.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) Where Employees are engaged in Asbestos Eradication:
 - (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
 - (ii) such Employees shall receive an hourly amount as prescribed in Part B.

24.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

24.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.
- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

24.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

25. Higher Duties

- 25.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 25.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 25.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 25.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 25.5 HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 25.6 Higher Duties Allowance (HDA) is only payable when:
- (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);
 - (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 25.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 25.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

26. On-Call Allowance

- 26.1 This clause does not apply to Broken Hill Workshop Employees.
- 26.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.
- 26.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 20.7 (a) and (f).

- 26.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 26.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- (i) Friday evening/Saturday;
 - (ii) Sundays/Monday mornings;
 - (iii) your ADOs, and
 - (iv) Public Holidays.
- 26.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 26.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period.

27. Fares & Travel

27.1 General

- (a) This clause does not apply to:
 - (i) Employees attached to the Sydney Harbour Bridge maintenance office (refer to subclause 51.9);
 - (ii) Traffic Signals Technicians Assistants;
 - (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence⁰ and the worksite or depot; and
 - (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence. Should an Employee disagree with a decision made by RMS, the Employee may choose to have the matter progressed as a grievance under clause 46 Grievance and Dispute Resolution.

27.2 Fares

- (a) Subclause 27.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.
- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.

- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

27.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 27.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:
 - (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km
- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the relevant SafeWork NSW Managing the Work Environment and Facilities Code of Practice.

- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 29.5 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.

28. Transport Provided By Rms

- 28.1 This clause does not apply to Broken Hill Workshop Employees.
- 28.2 This clause does not apply to an Employee when RMS provides the Employee with a work vehicle to travel between the Employee's place of residence and the worksite or depot and is not required to transport other Employees.
- 28.3 Where RMS provides an Employee with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time spent travelling in excess of:
 - (a) 10 minutes each way from an established pick up point or a pick up point no more than 3 km from the Employee's residence; or
 - (b) 20 minutes each way when accommodation is provided.
- 28.4 Travelling time will be paid for a maximum of three hours per day. All time in excess of this is considered work time and travel time at overtime rates.
- 28.5 Vehicles must leave promptly at finishing time.
- 28.6 If a worksite does not have the facilities as outlined in the SafeWork NSW Managing the Work Environment and Facilities Code of Practice, the time spent travelling is deemed work time or travel time at overtime rates.
- 28.7 An Employee who is the driver of an RMS vehicle shall receive payment for travel time at a rate equivalent to overtime if the driver is required to transport other Employees and materials to and from the worksite. If you are not the driver of such vehicles you are paid travel time at ordinary rates.
- 28.8 Subject to subclause 28.4, an Employee who uses an RMS vehicle to attend training or other meetings, shall receive travel time at ordinary rates.
- 28.9 If RMS transfers an Employee from one job to another during working hours, RMS must:
 - (a) pay the time spent travelling as time worked or at overtime equivalent rates in accordance with subclause 28.3 above, plus any additional fares incurred by the Employee; and
 - (b) return the Employee, unless the Employee requests otherwise, to the point from which the Employee was transferred if RMS was unable to notify the Employee of the transfer on the day before.

29. Distant Work

- 29.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 29.2 "Distant Work" means employment at a workplace other than their usual workplace or depot that requires an Employee to live away from the Employee's usual residence.
- 29.3 RMS will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.

- 29.4 Where possible RMS provides transport to and from Distant Work at the beginning and end of each work week/period. In this case the time spent travelling to and from Distant Work is paid as per clause 28 (Transport provided by RMS). Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) Employees will be paid for the time spent travelling as per subclause 28.3.
- 29.5 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
 - (i) at an established RMS camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
 - (b) a daily 'Country Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 29.6 If RMS provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS providing, or paying directly for, meals.
- 29.7 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 29.8 If RMS and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

30. Clothing

- 30.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 30.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	
High-visibility, long-sleeve shirt*	Five in total, in any combination
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two

Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 30.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 30.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 30.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.
- 30.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 30.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 30.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

31. Tools & Amenities

31.1 Tools

- (a) RMS provides Employees with all necessary special tools required to perform your work.
- (b) RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
- (c) RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.
- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

31.2 Amenities

- (a) Amenities shall be provided in accordance with the SafeWork NSW Managing the Work Environment and Facilities Code of Practice. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 31.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

32. General Provisions

- 32.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 32.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 32.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 32.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

33. Annual Leave

- 33.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 33.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 33.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 33.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 33.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 33.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.
- 33.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
 - (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 33.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 33.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.

33.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:

- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
- (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.

34. Long Service Leave (Extended Leave)

34.1 In this clause,

- (a) "Service" includes:
 - (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002* (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
 - (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 1. military service (for example, Army, Navy or Air Force);
 2. major interruptions to public transport;
 3. periods of leave accepted as workers compensation;
 4. the period of leave without pay is approved and is for a duration of six months or less.

34.2 The entitlement to long service leave (also referred to as extended leave) is set by the *Transport Administration Act 1988* (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.

34.3 After completing 10 years' Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.

34.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.

34.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.

34.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).

- 34.7 If leave is taken at double pay:
- (a) the long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.
- 34.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 34.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 34.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 34.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 34.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.
- 34.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 34.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 34.15 Subclauses 34.13 to 34.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 34.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or

- (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.

34.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.

34.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

35. Sick Leave

35.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.

35.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.

35.3 An Employee's entitlement to sick leave accumulates from year to year.

35.4 An Employee may take sick leave if:

- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
- (b) the illness or injury is not attributable to misconduct; and
- (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.

35.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:

- (a) the inability to attend work;
- (b) the nature of the illness or injury (subject to subclause 35.4(c)); and
- (c) the estimated period of absence from work.

35.6 An Employee who claims sick leave must provide a medical certificate:

- (a) for absences in excess of two consecutive working days;
- (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
- (c) where required by RMS or in accordance with RMS policy.

35.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.

35.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as

far as practicable, take into account the wishes of the Employee when determining the type of leave granted.

35.9 In accordance with RMS policy, RMS may direct an Employee:

- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
- (b) to attend a medical assessment.

35.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.

35.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:

- (a) a doctor;
- (b) a dentist;
- (c) an optometrist;
- (d) a chiropractor;
- (e) an osteopath;
- (f) a physiotherapist;
- (g) an oral and maxillo facial surgeon; or
- (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.

35.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.

35.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:

- (a) accrued annual leave;
- (b) accrued long service leave; or
- (c) sick leave without pay.

35.14 Leave and Workers Compensation Claims

- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.

- (b) If an Employee is absent from work for more than 26 weeks and has:
 - (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties.
 - (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.

35.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.

35.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.

35.17 Previous periods of employment are not taken into account for sick leave purposes.

36. Special Sick Leave

36.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

37. Maternity Leave

37.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.

37.2 Unpaid maternity leave may be granted on the following basis:

- (a) up to nine weeks before the expected date of birth;
- (b) up to 12 months after the actual date of birth.

37.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.

37.4 Paid maternity leave is paid at the ordinary rate of pay for:

- (a) fourteen weeks at full pay, or
- (b) 28 weeks at half pay, or
- (c) a combination of the two options above.

37.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 37.4, or for the period of leave actually taken, whichever is the lesser.

37.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.

- 37.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 37.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.
- 37.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Adoption Leave

- 38.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 38.2 Adoption leave starts from the date of taking custody of the child.
- 38.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
- (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 38.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- 38.5 Paid adoption leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 38.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 38.5, or for the period of leave actually taken, whichever is the lesser.
- 38.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 38.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 38.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.

- 38.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

39. Parental Leave

- 39.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 39.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 39.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above (NB. extended parental leave is unpaid).
- 39.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.

40. Other Matters Relating to Maternity, Adoption and Parental Leave

- 40.1 Communication during Maternity, Adoption and Parental Leave
- (a) Where an Employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave.
 - (b) An Employee on maternity, adoption or parental leave must take reasonable steps to inform RMS 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.

- (c) The Employee must also notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with this clause.

40.2 Rights of request during Maternity, Adoption or Parental Leave

- (a) An Employee who is entitled to maternity, adoption or parental leave may request that RMS:
 - (i) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) allow the Employee to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (b) RMS 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 RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

40.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from maternity, adoption or parental leave.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996*) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

41. Family and Community Service Leave

41.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) De Facto Partner;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or De Facto Partner);
- (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;

(ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and

(iii) 'household' means a family group living in the same domestic dwelling.

41.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
- (b) 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;
- (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens your property and/or prevents the Employee from reporting for duty;
- (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) attendance at court by you to answer a charge for a criminal offence, only if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

41.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

41.4 Family and Community Service Leave may also be granted for the following reasons:

- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.

41.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

41.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.

41.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.

41.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.

- 41.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) accrued annual leave (including single-day periods);
 - (b) leave without pay;
 - (c) time off in lieu of payment for overtime;
 - (d) make up time.
- 41.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 41.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.
- 41.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:
- (a) upon the death in Australia of a Family Member; or
 - (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 41.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.
- 41.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:
- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
 - (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.
- 41.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

42. Study and Examination Leave

- 42.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:
- (a) is appropriate to the Employee's present classification;
 - (b) is relevant to RMS; or
 - (c) provides the Employee with progression or reclassification opportunities.

42.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (a) One half hour for every hour of lectures, up to a maximum of four hours per week, or (b) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or (b) Twenty days per academic year

42.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

43. Military Leave

43.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;
- (b) Air Force Reserves up to 28 working days per year.

43.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

44. Special Leave

44.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;

- (g) trade union activities and training, including:
 - (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;
 - (v) loan of services to a trade union;
 - (vi) as a member of a union executive or council.
- (h) ex-armed services personnel (e.g. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
 - (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards - (e.g. Rotary or Lions);
 - (vi) at sporting events - (e.g. Olympic or Commonwealth Games);
 - (vii) with graduation and other academic ceremonies;
 - (viii) with professional or learned society meetings/conferences.

45. Public Holidays

45.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

45.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

- 45.3 A Local Public Holiday may be taken as two gazetted half-days.
- 45.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.
- 45.5 Public Holidays and picnic days are compensated at eight hours pay at the hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.
- 45.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 45.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 45.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.
- 45.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.
- 45.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION

46. Consultation

- 46.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 46.2 Consultation regarding major workplace change
 - (a) Where the Employer has made a definite decision to introduce major changes in production, workplace policies, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will meet with the Employees who may be affected by the proposed changes and their representatives.
 - (b) Significant effects means declaring Employees excess; major changes in the composition, operation or size of the Employer's workforce; technological changes that impacts on the working arrangements of Employees; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters, and subject to subclause 15.5, an alteration is deemed not to have significant effect.
 - (c) The Employer will provide information to the affected Employees and their representatives about:
 - (i) the proposed changes;
 - (ii) the effects on the Employee(s) of the proposed changes;
 - (iii) the rationale for the proposed changes.

- (d) The Employees will be given an opportunity to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (e) The Employer will respond to any feedback provided by Employees and the Employee Representatives.
- (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.

46.3 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

46.4 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

46.5 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.
- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

46.6 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

46.7 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.

- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives;
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

47. Grievance and Dispute Resolution

47.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices.

47.2 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.

47.3 This disputes procedure outlined at subclause 47.4 below shall apply to any dispute that arises with respect to the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
- (c) the operation and application of this Award.

47.4 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the NSWIRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the NSWIRC.

- 47.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the NSWIRC for urgent resolution, or for making a submission to the NSWIRC that the status quo should remain.
- 47.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 47.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the NSWIRC may be required.

48. Disputes Relating to Work Health and Safety

- 48.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;
 - (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 48.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.
- 48.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.

- 48.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 48.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

49. Union Contributions

- 49.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 49.2 If an Employee has already authorised the deduction of their union membership fees from their 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.

50. Union Representatives

- 50.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the RMS Industrial Relations team in writing that the Employee is an elected delegate.
- 50.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees

- 51.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.
- 51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

- 51.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:
- (a) nine working days within a 10 day, two week cycle;
 - (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
 - (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and

(d) a 10 minute tea break immediately before finishing time.

51.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).

51.5 If an ADO falls on a Public Holiday, the ADO may be taken on:

- (a) the next working day;
- (b) an alternative day in the same two week cycle; or
- (c) an alternative day in the next two week cycle.

Amenities

51.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.

51.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:

- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 24.5), to shower and put away personal belongings;
- (b) a ten minute break before finishing time to shower, and
- (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.

51.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.

51.9 If Employees are required to work temporarily from another location that is not the Sydney Harbour Bridge Maintenance office, the Employee will be entitled to be reimbursed all fares actually and necessarily incurred to travel to the other location.

52. Traffic Signals Employees

52.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.

52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

52.3 If an Employee is a Traffic Signals Technicians' Assistant:

- (a) an afternoon shift finishes after 6:00pm and at or before midnight
- (b) a night shift finishes after midnight and at or before 8:00am
- (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.

52.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:

- (a) the first five shifts are paid at time-and-a-half.

- (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%.
- (c) more than four weeks are paid at the ordinary rate plus 15%.

52.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.

52.6 Saturday time is:

- (a) worked between Friday midnight and Saturday midnight.
- (b) paid at time-and-a-half for normal rostered shifts.

52.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight.
- (b) paid at double-time.

53. Traffic Emergency Patrollers

53.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.

53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

53.3 If an Employee is a TEPs, the Employee is either a:

- (a) shift worker engaged on a combination of morning and afternoon shifts, or
- (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

53.4 An Employee is not required to work more than 6 consecutive days during the Employee's roster cycle.

53.5 Employees' working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

53.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

53.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.

53.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.

53.9 Employees will be allowed and paid a crib break in accordance with subclause 19.13 above.

53.10 Shift rosters operate in the following manner:

- (a) Employees are rostered to work shifts as required by RMS.
- (b) Notice of shifts to be worked is given at least seven days in advance.

- (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee's previous shift, provided it is greater.
- 53.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:
- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee's normal shift.
 - (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.
- 53.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee's normal shift.
- 53.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 27, 28 and 29.
- 53.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee's ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee's shift pattern.
- 53.15 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

54. Tow Truck Employees

- 54.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 54.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 54.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 54.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.
- 54.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- 54.6 Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- 54.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- 54.8 Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.

- 54.9 Employees will be allowed and paid a crib break in accordance with clauses 19.13, above.
- 54.10 Shift rosters shall operate in the following manner:
- (a) Employees shall be rostered to work shifts as required by RMS.
 - (b) notice shall be given of shifts to be worked at least 7 days in advance.
 - (c) where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.
- 54.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 54.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.
- 54.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 27, 28 and 29.
- 54.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 54.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.
- 54.14 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

PART B

PAY RATES AND ALLOWANCES

MONETARY RATES

Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from the first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from the first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1051.37	1077.65
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1079.58	1106.57
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1107.91	1135.60
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator	1136.23	1164.63

	Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4		
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller	1164.87	1193.99
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator	1193.09	1222.91
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1221.84	1252.39
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1250.05	1281.31
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1278.59	1310.56
10		1306.81	1339.48
11		1335.13	1368.51
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1363.67	1397.76

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1144.63	1173.24
2	Plasterer Grade 1	1163.69	1192.78
3	Mechanical Trades Grade 1 Fitter Grade 1	1169.61	1198.85

4	Painter Grade 2	1172.95	1202.27
5	Signwriter Grade 1	1178.66	1208.12
6	Metal Fabricator Grade 1 Plumber Grade 1	1181.46	1210.99
7	Shipwright Grade 1	1191.69	1221.48
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1201.81	1231.86
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1203.10	1233.18
10	Electrician Grade 1	1228.52	1259.23
11	Painter Grade 4 Traffic facilities Painter Grade 3	1230.24	1261.00
12	Mechanical Trades Grade 2 Fitter Grade 2	1232.50	1263.31
13	Signwriter Grade 2	1237.46	1268.39
14	Metal Fabricator Grade 2 Plumber Grade 2	1240.58	1271.59
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1263.30	1294.88
16	Signwriter Grade 3	1266.96	1298.64
17	Electrician Grade 2	1290.01	1322.26
18	Construction Carpenter Grade 3	1293.24	1325.57
19	Mechanical Trades Grade 3 Fitter Grade 3	1294.42	1326.78
20	Plumber Grade 3	1299.70	1332.19
21		1335.13	1368.51
22	Electrician Grade 3	1351.07	1384.84
23		1355.91	1389.81
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1363.67	1397.76
25	Electrician (Team Leader)	1412.45	1447.76

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
Tradesperson		
Plant Mechanic	1262.65	1294.22
Boilermaker	1262.65	1294.22
Carpenter	1262.65	1294.22
Painter	1262.65	1294.22
Electrical Fitter	1285.27	1317.40
Plant Operator		
Mobile Crane Operator	1135.90	1164.30

General Storeman	1115.87	1143.77
Cleaner	1120.94	1148.96
Labour (Fitter/Plant Mechanic)	1095.09	1122.47
General Labour	1086.47	1113.64
Labourer (Testing Laboratory)	1086.47	1113.64
Labourer Junior Male (19/21 years)	975.56	999.94
Labourer Hammer & Drill	1108.44	1136.15
Labourer (Proline Borer or Benkleman Beam)	1127.61	1155.80
Apprentice - School Certificate		
Year 1	670.04	686.79
Year 2	808.85	829.07
Year 3	947.56	971.24
Year 4	1086.47	1113.64
Apprentice -Higher School Certificate Level		
Year 1	808.85	829.07
Year 2	947.56	971.24
Year 3	1086.47	1113.64
Year 4	1224.96	1255.59

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
1	Apprentice 1st Year Painter/Decorator Signwriter	512.49	525.30
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	521.32	534.36
3	Apprentice 1st Year Bricklayer Civil Construction	528.11	541.31
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	537.69	551.13
5	Apprentice 1st Year Carpenter/Joiner Shipwright	559.88	573.87
6	Apprentice 1st Year Bridge & Wharf Carpenter	571.40	585.68
7	Apprentice 2nd Year Painter/Decorator Signwriter	664.12	680.72

8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	672.95	689.77
9	Apprentice 2nd Year Bricklayer Civil Construction	679.52	696.51
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	689.10	706.33
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	711.72	729.51
12	Apprentice 2nd Year Bridge & Wharf Carpenter	723.13	741.21
13	Apprentice 3rd Year Painter/Decorator Signwriter	842.99	864.06
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	851.93	873.23
15	Apprentice 3rd Year Bricklayer Civil Construction	858.17	879.63
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	868.08	889.78
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	889.94	912.19
18	Apprentice 3rd Year Bridge & Wharf Carpenter	901.36	923.89
19	Apprentice 4th Year Painter/Decorator Signwriter	966.83	991.00
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	975.88	1000.28
21	Apprentice 4th Year Bricklayer Civil Construction	982.34	1006.90

22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	992.46	1017.27
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1014.54	1039.90
24	Apprentice 4th Year Bridge & Wharf Carpenter	1025.31	1050.94

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award
*	To be updated in accordance with the NSW Treasury Circulars
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award

Clause	Description	Weekly Rates effective from first full pay period on or after 1 July 2017 and inclusive of 2.5% increase \$	Weekly Rates effective from first full pay period on or after 1 July 2018 and inclusive of 2.5% increase \$
Other Rates			
24.10	Sydney Harbour Bridge Maintenance Staff		
	Sydney Harbour Bridge Allowance	209.02	214.25
Allowances			
24.5	Lead Paint Removal Allowance (per hour)	2.4768	2.5388
24.6	Asbestos Materials		
	Tradespersons	1.01	1.04
24.7	Asbestos Eradication		
	Tradespersons	2.75	2.81
24.3	Asphalt Plant Repairs		
	Tradespersons	1.01	1.04
24.8	Long/Wide Loads Allowance		
	Transport Workers		
	2.90m wide or 18.29m long or 4.30m high	2.5898	2.6545
	minimum payment	10.36	10.62
	3.36m wide or 21.34m long or 4.58m high	4.8460	4.9672
	minimum payment	19.38	19.87
20.13 & 20.14	Meal Allowance		
(a)	First meal	^	^
(b)	Subsequent meal	^	^
27.2	Fares		

(b)	per week	12.00	12.00
	per day	2.40	2.40
27.3	Travelling Allowance		
	3 but not more than 10 kms	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30
29	Distant Work		
	Board & Lodging	*	*
	Broken parts of week where camp not provided	*	*
	Breakfast	*	*
	Lunch	*	*
	Dinner	*	*
	Incidentals	*	*
	Private Vehicle over 2700cc	*	*
	Private Vehicle 1600cc - 2700cc	*	*
	Private Vehicle under 1600cc	*	*
	Other Conditions		
24.4	First Aid Allowance	3.65	3.74
31.1(c)	Insuring Tools	~	~
	Reimbursement for Loss		

APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

- 3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:
- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;
 - (b) supported by appropriate training; and
 - (c) evaluated and monitored by the SBU.
- 3.2 This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

3.3 The parties are committed to:

- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
- (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
- (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
- (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
- (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:

- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
- (b) evaluated and monitored by the SBU.

4.2 In making this commitment, the parties accept, in principle, the need to:

- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
- (b) review and rationalise administrative procedures;
- (c) reduce and update documentation;
- (d) ensure, where possible, consistent working conditions for all wages staff;
- (e) provide opportunities for all Employees to better manage their working and personal lives;
- (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:

- (a) implementation of appropriate health and safety practices and procedures;
- (b) appropriate management policies and practices; and
- (c) the active and constructive involvement of all wages staff; and
- (d) management and wages staff representatives' participation on occupational health and safety committees.

5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

6.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

6.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

6.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 46 of this Award.

7. Contractors Protocol

7.1 Where work is to be carried out by contract, including sub-contract, RMS:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, , takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned Absenteeism (Sick Leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

10. Field Input Data Operation

The parties agree to fully implement data collection and analysis systems to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work alongside private industry parties in order to achieve the outcomes of RMS.

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services.

(Case No. 2017/205543)

Before Chief Commissioner Kite

13 July 2017

AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence, Duration
3.	Parties to the Award
4.	Duties
5.	Appointment and Probation
6.	Hours of Duty
7.	Payment of Wages
8.	Superannuation
9.	Minimum Period of Engagement
10.	Work Location
11.	Leave
12.	Travelling to a Temporary Work Location
13.	Relocation of School Crossing Supervisors
14.	Termination
15.	Training
16.	Criminal Record Checks
17.	Safety Clothing & Equipment
18.	Anti-Discrimination
19.	Grievance Resolution and Dispute Settlement
20.	Union Contributions
21.	Secure Employment
22.	Code of Conduct and Ethics
23.	Leave Reserved
24.	Local Arrangements
25.	No Extra Claims
26.	Rates of Pay

1. Definitions

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

Domestic Violence - means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in Schedule 5 of the *Transport Administration Act 1988*.

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week.

RMS - means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer).

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

SCS - School Crossing Supervisor.

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

"Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

- 2.1 This Award will be known as the Roads and Maritime Services - School Crossing Supervisors Award 2017.
- 2.2 The Award applies to all SCSs employed as members of the Transport Service in the RMS Group.
- 2.3 This rescinds and replaces the Crown Employees (Roads and Maritime Services - School Crossing Supervisors) Award published 3 July 2015 (377 I.G 1241) and all variations thereof.
- 2.4 This Award comes into effect on 1 July 2017 and will remain in force until 30 June 2019.

3. Parties to the Award

- 3.1 The parties to this Award are:
 - (a) the Secretary of the Department of Transport as head of the Transport Service;

- (b) the Australian Worker's Union; and
- (c) the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Duties

- 4.1 SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.
- 4.2 In order to achieve this, SCSs must:
 - (a) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties;
 - (b) Be at their designated crossing at the times specified by RMS;
 - (c) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
 - (d) Perform their duties in accordance with training provided by RMS;
 - (e) Follow any lawful directions given by RMS;
 - (f) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

- 5.1 SCSs must serve a three-month probation period before their employment is confirmed.
- 5.2 SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 16.
- 5.3 The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- 6.1 Other than for reasons outlined in subclause 6.5 below, permanent SCSs will be rostered to work during the 41-week NSW school year.
- 6.2 The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 15, Training.
- 6.3 The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.
- 6.4 Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, eg to cover short-term absences of other staff.
- 6.5 Subject to clause 15, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see subclause 7.4 below).

- 6.6 Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- 6.7 The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- 6.8 RMS may arrange training to be conducted during the school holidays. Refer to clause 15, Training.
- 6.9 RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to the SCSs health and safety;
 - (b) the SCSs personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

7. Payment of Wages

- 7.1 The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 26. Rates of Pay will be increased by 2.5% operative from the first full pay period on or after 1 July 2017 and 1 July 2018.
- 7.2 The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent Employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- 7.3 The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \quad \times \quad 45}{48} = \quad \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- 7.4 Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N \quad + \quad (N \times 1/12) = \quad \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- 7.5 Casuals are paid for actual time worked and all training but are otherwise not paid during school holidays.
- 7.6 As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N \quad + \quad (N \times 20\%) = \quad \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- 7.7 Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- 8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9.50%, effective from 1 July 2014.

9. Minimum Period of Engagement

- 9.1 The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- 9.2 SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.
- 9.3 The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- 10.1 Subject to subclause 10.3 below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.
- 10.2 Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.
- 10.3 SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may be assigned to a designated work school crossing site and/or may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 12.1 and 12.2.
- 10.4 SCSs who elect to convert to permanent status by way of subclause 10.3 will be offered the choice to transfer to permanent status as outlined at subclause 10.1, upon a SCSs position falling vacant.

11. Leave

- 11.1 Calculation of leave
- (a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.
 - (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.
- 11.2 Casuals
- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
 - (b) With the exception of long service leave, casuals are not entitled to take paid leave.
- 11.3 Recreation Leave
- (a) Permanent SCSs are entitled to four (4) weeks' recreation leave each year.

- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 15, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service.
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - (i) a maximum of 12 days sick leave, or
 - (ii) the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - (i) that they are unable to attend work, and
 - (ii) the nature of their illness or incapacity, and
 - (iii) the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.

- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RMS is concerned about the diagnosis described in the evidence of illness produced, the RMS may, after discussion with the SCS refer the evidence provided and the application for leave to an independent medical practitioner for advice.
 - (i) The type of leave granted to the SCS will be determined by RMS based on the medical advice received.
 - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (i) for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - (ii) where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.
- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the *Transport Administration Act 1988* (NSW).

- (b) SCSs who have completed 10 years' service recognised by RMS are entitled to the following extended leave:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs to accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses 11.7.1(f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCSs.
- (g) Service with other NSW government bodies will also be recognised in accordance with the *Government Sector Employment Act 2013 (NSW)* and Schedule 2 of the *Government Sector Employment Regulation 2014 [NSW]*.
- (h) Nothing in subclauses 11.7.1(f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements

- (a) To determine if SCSs have completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - (ii) Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCSs who have had 10 years' service recognised by RMS, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport;
 - (iii) Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave

- (a) Subject to RMS approval, SCSs may take extended leave:
 - (i) At a time convenient to RMS;
 - (ii) For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - (i) SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.
- (d) For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.
- (e) SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.4 Sick Leave while on Extended Leave

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.5 Public Holidays while on Extended Leave

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.6 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.

- (b) SCSs who have at least five years' service but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - (i) By RMS for any reason other than serious and intentional misconduct;
 - (ii) By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by the Government Sector Employment Act 2013 (NSW) and Part 6 of the Government Sector Employment Rules 2014 [NSW], are entitled to have their extended leave accrual accepted by their new Employer.

11.8 Maternity leave

- (a) Female SCSs are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Permanent SCSs are entitled to maternity leave up to nine weeks before the expected date of birth and up to 12 months after the actual date of birth.
- (c) Permanent SCSs who have completed at least 40 weeks' continuous service prior to the birth are entitled to paid maternity leave on the basis of 14 weeks at full pay or 28 weeks at half pay from the date maternity leave commences.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid maternity leave. The leave may commence up to nine weeks before the expected date of birth, but must not exceed a total of 52 weeks. Casual SCSs are not entitled to paid maternity leave.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because:
 - (i) the SCS or SCSs spouse is pregnant, or
 - (ii) the SCS is or has been immediately absent on maternity leave.

The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

- (f) If a SCS commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.9 Adoption leave

- (a) SCSs are entitled to adoption leave for the adoption of a child under school age, provided that they are to be the primary care giver of the child.

- (b) Permanent SCSs are entitled to adoption leave on the following basis:
 - (i) fourteen weeks on full pay if they have completed 40 weeks' continuous service;
 - (ii) an extended period of up to 52 weeks, taken from the time of placement of the child, as extended leave (if available) and/or leave without pay. Any period of paid adoption leave will be included in the 52 weeks.
- (c) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid adoption leave from the date the SCS takes custody of the child.
- (d) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on adoption leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.
- (e) If a SCS commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave they will be paid:
 - (i) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) at a rate based on the hours they worked before the initial leave was taken, where they have returned to work and reduced their hours during the 24 month period; or
 - (iii) at a rate based on the hours they worked prior to the subsequent period of leave where they have not reduced their hours.

11.10 Parental leave

- (a) SCSs who are not entitled to maternity or adoption leave are entitled to parental leave to share in the responsibility of caring for their young children.
- (b) Permanent SCSs are entitled to parental leave on the following basis:
 - (i) one week on full pay or two weeks at half pay if they have completed 40 weeks' continuous service; and
 - (ii) 52 weeks unpaid. Any period of paid parental leave will be included in the 52 weeks.
- (c) Leave may commence at any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.
- (d) Regular casual SCSs who have completed 12 months' continuous service are entitled to up to 12 months' unpaid parental leave from the date of birth or adoption of the child.
- (e) RMS shall not fail to re-engage a regular casual SCS (see section 53(2) of the *Industrial Relations Act 1996*) because the SCS is or has been immediately absent on parental leave. The rights of RMS in relation to engagement and re-engagement of casual SCS are not affected, other than in accordance with this subclause.

11.11 Communication during Maternity, Adoption and Parental Leave

- (a) Where a SCS is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:

- (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave; and
 - (ii) Provide an opportunity for the SCS to discuss any significant effect the change will have on the status or responsibility level of the position the SCS held before commencing maternity, adoption or parental leave.
- (b) The SCS shall take reasonable steps to inform RMS about any significant matter that will affect the SCSs decision regarding the duration of maternity, adoption or parental leave to be taken, whether the SCS intends to return to work and whether the SCS intends to return to work on a part-time basis.
 - (c) The SCS shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 11.11(a).

11.12 Rights of request during maternity, adoption or parental leave

- (a) A SCS entitled to maternity, adoption or parental leave may request that RMS allow the Employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the SCS in reconciling work and parental responsibilities.

- (b) RMS shall consider the request having regard to the SCSs circumstances and, provided the request is genuinely based on the SCSs parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) The SCSs request and RMS decision to be in writing.

The SCSs request and RMS's decision made under subclause 11.12(a) must be recorded in writing.

- (d) Request to return to work part-time

Where a SCS wishes to make a request under subclause 11.12 (a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the SCS is due to return to work from maternity, adoption or parental leave.

11.13 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause 11.13(b). RMS may also grant leave for purposes as outlined in subclause 11.13(c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- (b) 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 SCS'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 an SCS's property and/or prevents a SCS from reporting for duty;
 - (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
- (i) A SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) A SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if a SCS is selected to represent Australia or the State.
- (d) Family and community service leave shall accrue as follows:
- (i) in the first 12 months of service 2.5 days.
 - (ii) in the second year of service 2.5 days.
 - (iii) for each completed year of service after 2 years of service 1 day.
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
- (i) spouse;
 - (ii) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - (iii) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (iv) parent (including a foster parent or legal guardian);
 - (v) grandparent or grandchild;
 - (vi) sibling (including the sibling of a spouse or de facto spouse);
 - (vii) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or

- (viii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.
- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
 - (i) Leave without pay;
 - (ii) Make up time;
 - (iii) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (i) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous Employer.
- (j) Bereavement entitlements for casual Employees
 - (i) Casual SCSs are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 11.13(f) of this subclause.
 - (ii) RMS and the SCS 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 SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - (iii) If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - (iv) RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (k) Personal Carers Entitlement for casual Employees
 - (i) Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (e) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) RMS and the SCS shall agree on the period for which the SCS 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 SCS is not entitled to any payment for the period of non-attendance.

- (iii) If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iv) RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

11.14 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclause 11.13 Family and Community Service Leave, and subclause 11.6 Sick Leave, may be used by SCSs experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in subclause 11.14(a) above are exhausted, RMS shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- (c) RMS will need to be satisfied, on reasonable grounds that Domestic Violence has occurred and leave is required. RMS 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.
- (d) Personal information concerning Domestic Violence will be kept confidential by RMS.
- (e) RMS, 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. Travelling to a Temporary Work Location

- 12.1 Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- 12.2 Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- 12.3 Subject to clause 15, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- 13.1 RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- 13.2 Reasons for the transfer may include, but are not limited to:
 - (a) Where an SCS is no longer required on a site for reasons outlined in subclause 14.4;
 - (b) for performance management or disciplinary reasons; or
 - (c) For other reasons at RMS's discretion.
- 13.3 SCSs are not entitled to relocation expenses.

14. Termination

- 14.1 Subject to subclause 14.2 below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- 14.2 Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.

- 14.3 Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- 14.4 Reasons for termination of employment of permanent SCSs under subclause 14.3 above may include, but are not limited to:
- (a) the installation of traffic signals at that site;
 - (b) the removal of a crossing;
 - (c) the installation of an overhead walkway or pedestrian underpass;
 - (d) the closure of a school.
- 14.5 Prior to terminating the employment of a SCS for any of the reasons outlined in subclause 14.4 above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- 15.1 RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- 15.2 Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- 15.3 RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- 15.4 RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.
- 15.5 Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with subclause 7.4.
- 15.6 Casuals will be paid for all time spent training in accordance with subclause 7.5.
- 15.7 Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- 16.1 RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (a) prior to their appointment; and

- (b) at regular intervals; or
 - (c) at RMS's discretion.
- 16.2 Such offences will include, but will not be limited to, the types of offences that prohibit Employees from working with children under the *Child Protection (Working With Children) Act 2012* and the *Child Protection (Working With Children) Regulation 2013*.
- 16.3 RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- 16.4 SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- 17.1 SCSs will be provided with the following safety clothing and equipment:
- (a) Hat
 - (b) Safety Vest
 - (c) Rain Coat
 - (d) Rain Pants
 - (e) Sun Screen 30+
 - (f) Note Book and Pen
 - (g) Bum Bag
 - (h) Water Proof Cap
- 17.2 SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

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:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;

- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (1) Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. Grievance Resolution and Dispute Settlement

19.1 Dispute Settlement Procedure

- (a) A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.
- (b) It is essential that management and the Unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the Unions is contrary to the intention of the following process.
- (d) This disputes procedure outlined at subclause 19.2 below shall apply to any dispute that arises with respect to the following:
 - (i) matters pertaining to the relationship between the Employer and Employees;
 - (ii) matters pertaining to the relationship between the Employer and the Union parties to this Award which pertain to the Award; and/or
 - (iii) the operation and application of this Award.

19.2 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their Union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their Union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the Dispute cannot be resolved through the procedure outlined in Steps 1-2, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Four

If following Steps 1-3 the dispute remains unresolved, any relevant party may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by IRC.

- 19.3 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution.
- 19.4 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur.
- 19.5 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.
- 19.6 Grievance Procedure
- (a) A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
 - (b) A grievance may, for example, relate to:
 - (i) allocation of work or development opportunities,
 - (ii) a perceived denial of an entitlement, or
 - (iii) suspected discrimination or harassment.
 - (c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises.
 - (d) While the policy, guidelines and procedures are being followed, normal work is to continue.
- 19.7 Dispute relating to WHS issues
- (a) The RMS and SCSs are committed to the Work Health and Safety Act 2011 and any other statutory requirements, at all times.
 - (b) When a WHS risk is identified or a genuine safety factor is the source of a dispute:
 - (i) SCSs have a duty to notify the RMS of the risk to the SCS Work Health and Safety Committee, and;
 - (ii) allow the RMS a reasonable amount of time to respond.
 - (iii) the RMS has a duty to address the issue identified; and
 - (iv) report on the issue within a reasonable timeframe.
 - (c) If a SCS notifies WorkCover without allowing the RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.

- (d) The RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.
- (e) The Unions and SCSs acknowledge that the creation of an industrial dispute over a WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011*.

20. Union Contributions

- 20.1 Where SCSs authorise RMS in writing to deduct Union fees from their wage, RMS will where practical, make the deduction and forward it to the Unions.
- 20.2 SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the Union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

21.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.

21.2 Casual Conversion

- (a) A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months 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.
- (b) 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.
- (c) Any casual Employee who has a right to elect under subclause 21.2(a), upon receiving notice under subclause 21.2(b) 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.
- (d) 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.
- (e) Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 21.2(c), the Employer and Employee

shall, in accordance with this paragraph, and subject to subclause 21.2(c), discuss and agree upon:

- (i) whether the Employee will convert to full-time or part-time employment; and
- (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award 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.

- (g) Following an agreement being reached pursuant to paragraph (f), 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.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

21.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall 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 occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (c) Nothing in this subclause 21.3 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*.

21.4 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.

- 21.5 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.

22. Code of Conduct and Ethics

- 22.1 RMS requires that all SCSs comply with the Code of Conduct and Ethics.

- 22.2 Where a disciplinary matter is alleged, suspected or known to have occurred, the SCS's manager is to take prompt action to:

- (a) Escalate the matter to senior management and/or the General Manager Human Resources as required.

Conduct a fact-finding investigation, if and as required.

- 22.3 Interviews will be conducted to:

- (a) Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s);
- (b) Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
- (c) Gather sufficient facts to enable a decision on whether disciplinary action is appropriate.

- 22.4 Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:

- (a) corrupt conduct;
- (b) misconduct;
- (c) negligence, inefficiency or incompetence in the discharge of duties, or
- (d) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.

- 22.5 RMS Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.

- 22.6 RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under section 70 of the *Government Sector Employment Act 2013*.

- 22.7 As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:

- (a) a reprimand and warning;
- (b) transfer;
- (c) suspension from duty;

- (d) termination of service.
- 22.8 If a disciplinary sanction is to be made against a SCS, details of this will be given in writing.
- 22.9 Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- 22.10 Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (a) serious misconduct;
 - (b) misappropriation;
 - (c) fraud, or
 - (d) corrupt conduct.
- 22.11 RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (a) the Police;
 - (b) the Independent Commission Against Corruption (ICAC);
 - (c) the Ombudsman;
 - (d) the Commission for Children and Young People.
- 22.12 SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW Industrial Relations Commission.
- This clause:
- (a) does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.
 - (b) must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other Employee of RMS.

23. Leave Reserved

- 23.1 Leave is reserved for the parties to review what is considered a 'reasonable distance' for the purposes of relocation during the life of the Award.

24. Local Arrangements

- 24.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 24.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).

24.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

25. No Extra Claims

25.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the 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 2019 by a party to this Award.

26. Rates of Pay

Category Refer to clause 7, Payment of Wages for the calculation of rates	2.5% Operative from the first full pay period on or after 1 July 2016 (\$/hr)	2.5% Operative from the first full pay period on or after 1 July 2017 (\$/hr)	2.5% Operative from the first full pay period on or after 1 July 2018 (\$/hr)
Base Rate (N)	21.9121	22.4599	23.0214
Permanent SCSs (P)	20.5426	21.0562	21.5826
Additional hours/training (A)	23.7382	24.3317	24.9400
Casual SCSs (C)	26.2946	26.9520	27.6258

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**TRANSPORT FOR NSW SALARIES AND CONDITIONS OF
EMPLOYMENT AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport for NSW.

(Case No. 2017/219796)

Before Chief Commissioner Kite

24 July 2017

AWARD

Arrangement

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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 November 2011, Transport for NSW (TfNSW) was established pursuant to Part 1A of the *Transport Administration Act 1988* (NSW).
- 1.2 The Transport Service is the service in which employees who are the staff of TfNSW are employed.
- 1.3 This award sets out salaries and conditions of employment for Employees in the Transport Service in the classifications specified in this award.

2. Interpretation

2.1 Definitions

Accrued Day Off (ADO) means the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Act means *Transport Administration Act 1988*.

Dispute Settlement Procedure (DSP) means the procedure outlined in Clause 5.

Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

Employee means all persons employed as a member of the Transport Service in the TfNSW Group who are not designated as a Transport Service senior manager or as a Transport Service senior executive as defined in the Act.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary in accordance with s68C(3) of the Act.

Extended Leave means long service leave as provided by sub clause 21.5.

FACSL means Family and Community Service Leave in accordance with subclause 21.4.

Family Member means:

- (a) a spouse of the Employee;

- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or 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 of the spouse or de facto spouse of the Employee.
- (d) 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.

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 18.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which that is declared as an additional holiday for a specified part of the State under the Public Holidays Act.

On Call means an Employee who is required by the Employer to be available outside their normal working hours for recall to duty.

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 14.8, including an Employee working a job share arrangement.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian University or recognised equivalent and is employed in a position where a degree in engineering is a requirement.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Secretary means the Secretary of the Department of Transport.

(Note: a reference to any action taken by the Secretary or the Employer under this award is, where appropriate, taken to mean a reference to action taken by a delegate of the Secretary).

Shift means a turn of duty during which work is performed.

Shiftworker means an Employee working in the TMC who works rostered shifts.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

TfNSW Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the TfNSW Group.

TIOs means Employees employed as Transport Information Officers in the Transport Management Centre.

TMC means the Transport Management Centre.

TOCs means Duty Manager Operations Controllers, Deputy Duty Manager Operations Controllers, Senior Transport Operations Controllers and Transport Operations Controllers in the Operations Unit of the Transport Management Centre.

Transport Service means the Transport Service of New South Wales established by the Act.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

3. Title

This Award shall be known as the Transport for New South Wales Salaries and Conditions of Employment Award 2017.

4. Area, Incidence and Duration

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

4.2 This Award comes into effect on [date made] and will remain in force up to 30 June 2019.

4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2016.

4.4 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Australian Rail, Tram and Bus Industry Union NSW (RTBU);
- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
- (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).

4.5 An agreement made under s.68D(2) of the Act shall override this Award to the extent of any inconsistency.

4.6 The parties will make best endeavours to commence discussions in relation to the next Award six months prior to the nominal expiry date of this Award.

5. Dispute Settlement Procedure (Dsp)

5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

5.2 Subject to Clause 9.1, this procedure shall apply to any Dispute that arises about the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
- (c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Principal Manager Industrial Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Principal Manager Industrial Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7. All timeframes above are exclusive of weekends and public holidays.

5.8. The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available

work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

6. Union Rights

6.1 Union Delegates

- (a) The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace.
- (b) Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
 - (i) represent members in bargaining;
 - (ii) represent the interests of members to the Employer;
 - (iii) consult with union members and other Employees for whom the delegate is a representative; and
 - (iv) place union information on a union noticeboard in a readily accessible and visible location.
- (c) Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- (d) Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- (e) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- (f) Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
 - (i) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
 - (ii) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (iii) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (iv) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (v) attendance at meetings as a member of a vocational or industry committee.

- (g) Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
 - (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (ii) all travelling expenses being met by the Employee or the Union;
 - (iii) attendance being confirmed in writing by the Union or a nominated training provider.
- (h) The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference or other accredited activity referred to above is known.
- (i) Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- (j) If a delegate undertakes duties in accordance with this clause while on leave, TfNSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

6.2 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

7. Classifications, Salary and Allowances

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
 - (a) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2017;
 - (b) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2018;
 - (c) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) and (b) rounded to the nearest 10 cents.
 - (d) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Treasury (NSW Industrial Relations) circulars and Schedule B amended as required.
- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.

- 7.7 Each Employee will be paid fortnightly.
- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.

7.10 First Aid Allowance

Where the Employer designates an Employee who is qualified, as specified in Items 12 and 13 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.

8. Consultation and Change

- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a consultative committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.
- 8.3 The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.
- 8.4 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information about:
- (i) The proposed change;
 - (ii) Effects on the Employees; and
 - (iii) The rationale for the proposed changes based on business needs.
 - (iv) How the changes comply with 14.2 (Preference for Direct Permanent Employment) and 15 (Contractors and Labour Hire) of the Award.
- (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 8.5 To facilitate improved change management, the Employer is committed to working with the Employees and their Employee Representatives through the Consultative Committee to develop and implement a

Change Management Framework consisting of guidelines and principles for managing change based on the principles contained in the NSW Public Service Agency change management standards and subject to Government policy.

- 8.6 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.
- 8.7 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 5.

9. No Extra Claims

- 9.1 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 IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 10.2 All local arrangements negotiated between the Employer and the union parties must:
- a) be approved in writing by the Employer;
 - b) be approved in writing by the union parties to this Award;
 - c) include provisions for the duration, review, and termination of the agreement; and
 - d) be contained in a formal document signed by all parties to this Award.
- 10.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

11. Work Environment

- 11.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
 - (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.

- 11.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 11.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 11.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

12. Anti-Discrimination

- 12.1 It is the intention of the Employer 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.
- 12.2 It follows that in fulfilling their obligations under Clause 5 (Dispute Settlement Procedure) of 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.
- 12.3 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.
- 12.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 12.5 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

1. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

13. Probationary Period

- 13.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 3 months, except where the Employer specifies a probationary period of 6 months.
- 13.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months.

14. Forms of Employment

- 14.1 The Employer recognises the benefit of retaining relevant and valued knowledge, experience and transferable skills for the delivery of high quality value for money services for the NSW travelling public.
- 14.2 It is consistent with this recognition and purpose that the Employer will use direct permanent employment as the preferred and predominant staffing option.
- 14.3 Where a Permanent Employee is appointed to a fixed (or limited) term project role/position, the Employee will retain Permanent Employee status.
- 14.4 The Employer will work with the Employees and their Employee representatives to develop and implement workforce planning solutions under clause 8 of this Award. In developing the workforce planning solutions, the following will be taken into consideration:
- the preference under 14.2 for permanent employment as the predominant staffing option;
 - the benefit to the Employer of maximising the retention of relevant and valued knowledge, experience and transferable skills, including those of Temporary Employees;
 - the need to attract, develop and maintain the engineering capability essential for the delivery of high quality value for money services for NSW;
 - the benefits and impacts on Employees and the Employer of temporary and permanent employment; and
 - other issues as deemed appropriate by the parties.
- 14.5 With the exception of Employees covered by Part B (employed in the TMC) no Employee will be employed to perform shiftwork or be required to perform shiftwork.
- 14.6 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.
- 14.7 Full-Time Employment
- A Full-Time Employee is an Employee employed to work for thirty five hours per week.
- 14.8 Part-Time Employment
- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full Time Employee.
- (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement

must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.

- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
- (d) Part-Time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Additional hours
 - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
 - (ii) Subject to 18.13, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
 - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
 - (B) if working under a Flexible Working Hours scheme under clause 19 of this Award, can elect to be paid as per clause 14.8(e)(ii)(A) or have the time worked credited as flexible working hours.
 - (iii) For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 24 without the need to be working under flexible hours in clause 24.3.

14.9 Temporary Employment

- a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
- b) Temporary Employees are not entitled to redundancy payments.
- c) Subject to 14.2, an engagement of a Temporary Employee may be on either a full-time or part-time basis and in the following circumstances:
 - i. a fixed period of not more than 24 months in the one role (subject to ii to iv following); or
 - ii. for a specified project; or
 - iii. for an entry level program, including for trainees, graduates, scholars, cadets or VET cadets; or
 - iv. to backfill a role temporarily vacated by a Permanent Employee, including for maternity relief, secondments or career breaks.
- d) A Temporary Employee engaged under 14.9(c)(i) will be made permanent after 24 continuous months in the one role. This provision will come into effect 24 months from the making of this Award.
- e) Where a Temporary Employee has been engaged under 14.9 (c)(iv) and the role is subsequently permanently vacated, 14.9(d) shall apply.

- f) The employer will not seek to terminate a temporary engagement to avoid the provisions of clause 14.9(d).

14.10 The Employer may offer permanent employment to a Temporary Employee after 12 continuous months' employment in a role (the Original Role), subject to the following criteria:

- a) the Employee was initially employed in the Original Role following an advertised merit process;
- b) the permanent appointment is to be to a role that is of equivalent grade (unless the Employee agrees to a lower grade) and equivalent capabilities to the Original Role;
- c) the Employee has demonstrated satisfactory performance in the Original Role under the Employer's performance management system and has demonstrated satisfactory conduct.
- d) the Employee has the relevant capabilities, skills, qualifications and experience to enable the Employee to perform the duties of the role.

15 Contractors and Labour Hire

- a) Consistent with subclause 14.2 the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- b) Whilst the Employer may be required to utilise contractors or labour hire for a variety of reasons, the Employer will not use such labour to undermine the terms and conditions of employees under this Award.
- c) In considering whether to engage contingent labour, the Employer will consider whether:
 - i. there are any existing Employees who are suitable and available to carry out the work;
 - ii. there is an urgent or pressing need to meet business requirements; or
 - iii. there are specialist skill and/or capability requirements cannot be met from within the agency.

16. Termination of Employment

16.1 The Employer will not terminate an Employee's employment unless:

- (a) the Employee has been given, in writing, the period of notice required by this clause;
- (b) the Employee is guilty of serious misconduct; or
- (c) all relevant legislative provisions have been complied with.

16.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.

16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in sub clause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

17. Abandonment of Employment

- 17.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 17.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

18. Hours of Work

- 18.1 The ordinary hours of work shall be 35 hours per week.
- 18.2 Except as provided for in Clause 18.13 and Part B of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 18.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 18.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with 18.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.
- 18.5 The ordinary hours may be standard pursuant to clause 18.7(a) or flexible pursuant to clause 19 and may be worked on a full time or part time basis.
- 18.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
- 18.7 The following working arrangements apply according to the requirements of the Employer:
- (a) the ordinary hours for an Employee working standard hours will be Monday to Friday, 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
 - (b) flexible working hours (clause 19).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 18.8 Employees working in accordance with 18.7(a) will be entitled to:
- (a) have an accrued day off (ADO) during each four week work cycle; and

- (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.
- 18.9 Where an Employee working standard hours is directed to work between 7am and 7:30am, or 6pm and 7pm, such hours shall be overtime and managed in accordance with the overtime provisions of this Award.
- 18.10 Where an Employee working standard hours is directed to work more than 7 hours, 22 minutes in any one day (excluding breaks) the hours in addition to 7 hours, 22 minutes shall be paid as overtime and managed in accordance with the overtime provisions of this Award.
- 18.11 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.
- (a) 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.
 - (b) 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.
 - (c) Employees shall be provided with access to:
 - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
 - (ii) suitable facilities, such as refrigeration and a sink, where practicable.
- 18.12 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 19).
- 18.13 Additional Conditions for Sydney Metro Community Information Centre Staff
- (a) Employees working in the Sydney Metro Community Information Centre may be required to work their ordinary hours of duty:
 - (i) between 8.20 am and 4.20 pm on a Saturday; and
 - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent
 - (b) The 50 per cent loading paid under 18.13(a) may be taken as Time off in Lieu (TOIL) by agreement between the Employee and Employer.
 - (c) The ordinary hours of duty shall be worked over a two week roster cycle.
 - (d) Employees shall not be required to work more than five consecutive days during the roster cycle.
 - (e) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

19. Flexible Working Hours

- 19.1 Flexible working hours is defined as where an Employee is able to:
- (a) vary their start and finish times within the bandwidth;
 - (b) accrue one flex day (7 hours) in each 4 week settlement period;
 - (c) take flex leave at any time throughout the 4 week settlement period with management approval.
- 19.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:
- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
 - (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
 - (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses (k), (n) and (o) of this clause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
 - (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
 - (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
 - (f) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
 - (g) Maximum hours of work on any day to be accredited as flex-time will be 10 hours, excluding breaks.
 - (h) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
 - (i) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
 - (j) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
 - (k) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 17.2(m) and 17.2(p), additional hours are forfeited.
 - (l) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
 - (m) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flex leave.

- (n) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (o) Flex leave - Subject to operational requirements:
 - (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
 - (ii) Flex leave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
 - (iii) Flex leave may be taken on consecutive working days.
 - (iv) Absences on flex leave may be combined with other periods of authorised leave.
- (p) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (o) of this subclause due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Secretary.

20. Flexible Working Arrangements

- 20.1 Flexible work arrangements may be agreed between the Employer and a staff member.
- 20.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
 - (a) Working from home
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - Job-sharing
 - (d) Transition to retirement arrangements
- 20.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 20.4 The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

21. Leave Provisions

- 21.1 Annual Leave
 - (a) Subject to this clause, annual leave is in accordance with the Annual Holidays Act.

- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
 - (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
 - (ii) The minimum period of annual leave available to be granted shall be a quarter day.
 - (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subclause 21.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Annual leave does not accrue during leave without pay, other than:
 - (i) military leave taken without pay when paid military leave entitlements are exhausted;
 - (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - (iv) incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or
 - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
- (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
 - (ii) The annual leave loading shall be paid to Employees subject to the following conditions:
 - (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.

- (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

21.2 Sick Leave

- (a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- (b) Sick leave on full pay accrues day by day to an Employee at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (c) During the first 4 months of employment, an Employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- (d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two consecutive days.
- (e) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to take 5 single days of total sick leave in any one year as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- (f) Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Sick Leave - Workers Compensation
 - (i) Pending determination of a claim under the *Workers Compensation Act 1987*, on production of an acceptable medical certificate, an Employee shall be granted 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 annual leave or extended leave.
 - (ii) 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 shall be restored to the credit of the Employee.
 - (iii) An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

21.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill, or requires care due to an unexpected emergency.
- (b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.

- (c) Categories of people for which Carer's Leave can be obtained:

Employees will be entitled to Carer's Leave for the care and support of an ill:

- (i) Family Member;
- (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.

- (d) Other forms of leave and carer's responsibilities

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.

- (e) The Employee shall, if required:

- (i) establish either by production of a medical certificate or other acceptable documentation, 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 acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

21.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.

- (b) FACSL will be granted:

- (i) for reasons related to responsibilities for a Family Member ;
- (ii) for reasons related to the death of a Family Member or relative;
- (iii) for reasons related to performance of community service; or
- (iv) in case of pressing necessity, natural disaster or major transport disruption.

- (c) The maximum amount of FACSL that an Employee will be granted at ordinary rates is:

- (i) two and a half days in the first 12 months of service; or
- (ii) five days in any period of two years after the first 12 months of service; or
- (iii) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee,
whichever is the greater.

- (d) If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days will be granted on a discrete, per occasion basis to a staff member.

21.5 Extended Leave

(a) General

Extended leave for Employees will accrue and be granted in accordance with section 68HA of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014.

(b) Extended Leave Entitlements

- (i) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (ii) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (iii) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subparagraph (i) above on a pro rata basis of 4.4 working days per completed year of service.
- (iv) Employees who are employed part-time are entitled to extended leave on the same basis as that applying to a Full-Time Employee but payment for the leave is calculated on a pro rata basis.

21.6 Maternity Leave

(a) General

- (i) Maternity leave is available to all female Employees to enable them to take care of their new born child, retain their position and return to work within a reasonable period of time after they have given birth.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

(b) Paid Maternity Leave

Employees who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of maternity leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

- (c) Unpaid Maternity Leave
 - (i) Pregnant Employees are entitled to maternity leave:
 - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
 - (B) for a further period ending not more than 12 months after the date of giving birth.
 - (ii) Employees who take maternity leave may reach agreement with the Employer to also take leave after the date of birth:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

21.7 Adoption Leave

- (a) General
 - (i) Employees are entitled to adoption leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the *Surrogacy Act 2010*.
 - (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (b) Paid Adoption Leave

Employees who have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

 - (i) fourteen weeks, or
 - (ii) the period of adoption leave taken,

whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.
- (c) Unpaid Adoption Leave
 - (i) Employees are entitled to adoption leave for a maximum period of 12 months.
 - (ii) Employees who take adoption leave may also reach agreement with the Employer to also take leave:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.

(d) Special Adoption Leave

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. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

21.8 Parental Leave

(a) General

(i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.

(ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.

(iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.

(b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.

(c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 21.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

(d) Paid Parental Leave

(i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:

(A) One week on full pay, or

(B) Two weeks on half pay.

(ii) The period of paid leave does not extend the current entitlement of leave in accordance with 21.8(a)(i) or (b), but is part of it.

(e) Taking of Parental Leave

Employees who take parental leave may reach agreement with the Employer to also take leave:

(i) part-time over a period not exceeding two years; or

(ii) partly full-time and partly part-time over a proportionate period of up to two years.

21.9 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

21.10 Subsequent maternity or adoption leave - pay rate

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:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

21.11 Alternative Duties

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.

21.12 Return to work after Maternity, Adoption or Parental leave

- (a) An Employee who has taken leave in accordance with clause 21.6, 21.7 or 21.8 may make a request to the Employer to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with 21.6, 21.7, 21.8 or 21.12(a)(i) or part time work in accordance with 18.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with clause 21.6, 21.7, 21.8 or 21.12 (a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

21.13 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall grant to an 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 or compulsory parades conducted by the Employee's unit.
- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 21.13(a) of this clause.

- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

21.14 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- (c) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (d) The leave will count as service for all purposes.
- (e) The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- (f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- (g) Purchased leave is subject to the following provisions:
 - (i) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - (ii) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual 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 time when purchased leave is being taken.
 - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (v) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - (vi) A higher duties payment will not be paid when purchased leave is being taken.
- (h) Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Union parties.

21.15 Leave Without Pay

Where an Employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

21.16 Observance of Essential Religious and Cultural Obligations

Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe the obligations.

21.17 Study Leave without pay

Where an Employee is on study leave without pay and financial assistance is approved by the Employer for all or part of a study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.

21.18 Special Leave

Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

(a) Jury Duty

- (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
- (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
- (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act* 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.

(b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

(c) Witness at Court - Crown Witness

- (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
- (ii) A staff member subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

(d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.

- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 19.19 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to seven days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
 - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
 - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
 - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

21.19 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclauses 21.2 (Sick Leave) and 21.3 (Carer's Leave) and 21.4 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in paragraph (a) above are exhausted, the Employer shall grant Special Leave as per clause 21.18 (f).
- (c) The Employer 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.
- (d) Personal information concerning Domestic Violence will be kept confidential by the Employer.
- (e) The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

22. Public Holidays

22.1 Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) and an additional day between Boxing Day and New Year's Day,

and such other Local Holiday, public holiday/s or substitute day as ordered by the government from time to time.

22.2 Employees directed to work on public holidays are to be paid, excluding for overtime:

- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and
- (b) an additional day's pay at ordinary rates.

22.3 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

- 22.4 Employees are not entitled to a public holiday where it occurs under the following circumstances:
- (a) During approved leave of absence without pay exceeding one (1) month.
 - (b) When an Employee covered by Part B is rostered to work and is absent without leave.
 - (c) When an Employee is on strike or is suspended without pay.
- 22.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.
- 22.6 An Employee required to work on a Local Holiday will be granted time off in lieu on an hour for hour basis for the time worked on the Local Holiday.
- 22.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

23. Transfer Allowances

23.1 General

Where an Employee has been appointed, transferred at the initiative of the Employer or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving in accordance with this clause. An Employee will be reimbursed as these expenses are incurred.

23.2 Pre Location Visit

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.
- (b) These costs include a maximum of three nights' accommodation, excluding travel time, hire car expenses if incurred, and all meals according to Schedule B. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

23.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

23.4 Storage

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the relevant approval the Employer will reimburse the storage costs of certain effects for up to one year.

23.5 Travel To New Location

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In

both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred en-route to the new location.

23.6 Temporary Accommodation

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to managerial approval and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

23.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

23.8 Permanent Accommodation

(a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

(b) Home owner

(i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance. Employees must sell their current property and purchase a new property at the new location within 12 months of the move.

(ii) The following sales costs will be reimbursed:

- (A) selling agent's commission, except for an unsuccessful auction;
- (B) marketing costs;
- (C) solicitor/conveyancer costs and disbursements;
- (D) mortgage discharge or penalty exit fees up to a maximum of six months interest;
- (E) if a solicitor/conveyancer is not engaged, the actual costs incurred with the sale of the dwelling; and
- (F) if a selling agent is not engaged, expenses incurred in advertising up to a maximum of 10% of the Commission that would otherwise have been payable.

(iii) The following purchase costs will be reimbursed:

- (A) solicitors'/conveyancer professional costs and disbursements;
- (B) valuation fees and stamp duty;
- (C) if a solicitor/conveyancer is not engaged, expenses incurred in connection with settlement expenses;

- (D) mortgage setup fees; and
 - (E) expenses incurred in relation to housing loan insurance, building inspection and pest inspection.
- (c) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

24. Overtime

24.1 General

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to the Employee's health and safety;
 - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
 - (v) Any other relevant matter.
- (b) Payment for overtime shall be made only where the Employee works directed overtime.
- (c) Any hours directed to be worked outside the Employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, shall be overtime and managed in accordance with the overtime provisions of the Award.
- (d) A manager may request an employee who works flexible working hours to work overtime where they want an employee to work more than 8 ordinary hours (excluding breaks) in any one day. Where an employee agrees to the request, such hours shall be paid as overtime.
- (e) For Employees working under a flexible working hours scheme:
- (i) Where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue.
 - (ii) Where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (f) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

24.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 24.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

24.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2.1 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
- (i) 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.
 - (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
- (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

24.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3)

hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) 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.
- (f) An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for an Employee to return to the Employer'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 shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

24.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
 - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
 - (ii) available outside of ordinary working hours;
 - (iii) able to be contacted immediately;
 - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
 - (v) in a fit state, free of alcohol or drugs, in accordance with the Transport for NSW Drug and Alcohol Policy, as amended from time to time.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 24.3 - Overtime Rates shall apply to the time worked;
- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

24.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (c) Employees generally - An Employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

24.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

24.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

24.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with clause 24.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

24.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 19, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with sub clause 24.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in Clause 24.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

25. Travelling Expenses

25.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in Clause 25.2.

25.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars, and shown at Items 4 - 11 of Schedule B, for the following allowances:

- (i) travel allowances (involving overnight stay);
 - (ii) meal allowances (not requiring overnight accommodation);
 - (iii) rates for use of private motor vehicles.
- (b) Payment of any actual expenses shall be subject to the production of receipts, unless the Employer is prepared to accept other evidence from the Employee.

25.3 Meal Allowances - Journeys not requiring Overnight Accommodation

(a) Eligibility

A meal allowance will be paid for travel on official business only when:

- (i) the Employee returns to their residence or headquarters on the same day;
- (ii) has the meal away from their residence or headquarters;
- (iii) the Employee incurs expenditure in obtaining the meal; and
- (iv) a break from work or travel of 30 minutes is taken to have the meal.

(b) Provided that:

- (i) Breakfast - the travel must have started before 6.00 am and at least one hour before the Employee's normal starting time.
- (ii) Lunch - a lunch meal allowance will only be paid when the Employee is required to travel a total distance on the day of at least 100 kilometres, and as a result, the meal is taken at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.
- (iii) Employees, whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters, are not entitled to a lunch allowance.
- (iv) Dinner - An evening meal allowance will only be paid when the meal is eaten after 6.30 pm.

25.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars and as set out in Items 7 and 8 of Schedule B.
- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.

- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

25.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under clause 25.4 is not payable in respect of:
 - (i) Any period during which the Employee is at their residence at weekends or public holidays;
 - (ii) Any period of leave; or
 - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
 - (i) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location; or
 - (ii) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

25.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:
 - (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
 - (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions:
 - (A) the time normally taken for the periodic journey from home to headquarters and return is deducted from Employees' travelling time (except on a non-working day);
 - (B) periods of less than a quarter of an hour on any day shall be disregarded;
 - (C) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where Employees have travelled overnight and accommodation has been provided for them;
 - (D) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
 - (E) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the Employee's request; or by ship on which meals and accommodation are provided.

- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:
- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
- (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and
- (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
- (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

25.7 Private Motor Vehicle Allowance

Where the Employer authorises an Employee to use their private motor vehicle for work the Employee shall be paid an allowance at the appropriate rate at Item 9, 10 or 11 of Schedule B, subject to the Employee bearing the cost of:

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and
- (b) any distance travelled in a private capacity.

25.8 Damage to Private Motor Vehicle Used for Work

- (a) Where an Employee is authorised to use their private vehicle for work and it is damaged while being used, any normal excess insurance charges prescribed by the insurer which are incurred shall be reimbursed by the Employer, provided:
- (i) the damage is not due to gross negligence by the Employee; and

- (ii) the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the Employee, the Employer shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
 - (i) the damage was sustained on approved work activities; and
 - (ii) the costs cannot be met under the insurance policy due to the normal excess clauses.

26. Remote Locations Living Allowance

- 26.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- (a) Indefinitely stationed and living in a remote area as defined in subclause 26.2 of this clause; or
 - (b) 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 26.2 of this clause.
- 26.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule 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 26.2(b) and 26.2(c) of this subclause;
 - (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule 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;
 - (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 26.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 26.4 For the purposes of this clause dependant is defined as:
- (a) the spouse of the Employee (including a de facto spouse);
 - (b) each child of the Employee aged eighteen years or under;
 - (c) 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
 - (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.
- 26.5 Where Employees are in receipt of the remote location living allowance provided for in Sub Clause 26.1 and work temporarily outside the areas listed in Sub Clause 26.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.

26.6 Assistance to Employees Stationed in a Remote Area when travelling on Annual Leave:

- (a) An Employee who:
- (i) 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 Department of Premier and Cabinet; and
 - (ii) Proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 26.4.
- (b) Allowances under this sub 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.

26.7 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:

- (a) the Employee continues in employment; and
- (b) the dependants continue to reside in the area specified; and
- (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.

If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

27. Higher Grade

27.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.

27.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position. The Employer will advise the Employee of the percentage to be paid, and the basis for its calculation.

28. Salary Packaging

28.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s 68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

28.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

28.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

28.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the

Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 28.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (b) any administrative fees.
- 28.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- (a) Superannuation Guarantee Contributions;
 - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

29. Work Health and Safety

- 29.1 For the purposes of this clause, the following definitions shall apply:

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.

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.

- 29.2 If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer 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 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.
- 29.3 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*.

- 29.4 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.

PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE

30. TOCs and TIOs

- 30.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

30.2 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

(i) Employees shall be continuous shift workers.

(ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.

(iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.

(iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be required to work more than three consecutive days in any seven day period.

(c) Where Employees are rostered to work shifts of 12 hours 10 minutes:

(i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.

(ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 30.3.

(iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 30.3.

(d) Part Time Employees:

- (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
- (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
- (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 30.4.

(e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

30.3 Shiftwork

(a) For the purposes of this sub clause:

- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
- (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

- (i) Payment for day shift shall be at the ordinary rate of pay,
- (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
- (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
- (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
- (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.

- (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

Full time Employees shall be credited with an additional 5 days recreational leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.

(d) Shift Rosters

- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters will be made available at least 30 calendar days in advance.
- (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (iv) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

30.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

30.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

31. TMC Shiftworkers Other Than TOCs and TIOs and Transport Commanders

31.1 This clause applies to TMC Shiftworkers who are Transport Spokespersons, Senior Transport Spokespersons, Senior Transport Information Managers and Transport Liaison Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

31.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

31.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.4.

31.4 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

31.5 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

31.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

32. Transport Commanders

32.1 This clause applies to TMC Transport Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

32.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

32.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 32.4.

32.4 Payment for Shift Work:

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

32.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with the affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

32.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.

- (d) An Employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.
Provided that:
- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time, or double time and one half on a public holiday, until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

**33. TMC CBD Taskforce and Replacement Bus Transport Services Transport Liaison Managers,
Emergency Bussing Managers and Digital Media Support Officers**

33.1 This clause applies to Transport Liaison Managers (TLMs), Emergency Bussing Managers (EBMs) and Digital Media Support Officers (DMSOs) dedicated to the CBD taskforce and Replacement Bus Transport Services. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

33.2 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

(i) Employees shall be continuous shift workers.

(ii) Ordinary hours of work shall be 140 hours worked over a 4 week roster cycle.

(iii) Employees shall be rostered to work shifts lengths of:

(a) 11 hours, 40 minutes; or

(b) 8 hours, 45 minutes; or

(c) 7 hours, 22 minutes

excluding unpaid meal breaks.

(iv) Shift lengths will be consistent over the course of a week.

(v) Employees shall not be required to work more than:

(a) 19 days over a four week cycle;

(b) 5 days in any 7 day period;

- (c) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (vi) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that:
 - (a) at least two sets of consecutive RFDs are granted; and
 - (b) at least one of those sets falls on a weekend.
- (c) Breaks Between Shifts
 - (i) Employees shall be entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
 - (a) 8 hours where they are rostered to work shifts less than 10 hours; or
 - (b) 10 hours where they are rostered to work shifts of 10 hours or more.
 - (ii) Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break provided at clause 33.2(c)(i), they will be paid at the relevant rate set out in clause 33.2(c)(iii).
 - (iii) Where Employees have not observed a rest break provided for in clause 33.2(c)(i) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in clause 33.2(c)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 33.3.
- (d) Part Time Employees:
 - (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
 - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
 - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 33.4.
- (e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

33.3 Shiftwork

- (a) For the purposes of this sub clause:
 - (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.

- (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
- (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
 - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
 - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
 - (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
 - (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.
- (c) Additional Annual Leave
- (i) Full time Employees shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters shall be made available at least 30 calendar days in advance.
 - (iii) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
 - (iv) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
 - (v) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

33.4 Overtime Worked by TLMs, EBMs and DMSOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 140 hours per 4 week cycle between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

33.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

34. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers

34.1 This clause applies to CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

34.2 For the purpose of this clause:

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 6.00am.

"Day shifts" shall be those shifts commencing at or after 6.00 am and before noon.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 4.00pm.

34.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 140 hours worked over a 4 week roster cycle, between the hours of 4am and 11pm.
- (b) Employees shall be rostered to work shifts lengths of:
 - (i) 11 hours, 40 minutes; or
 - (ii) 8 hours, 45 minutes; or
 - (iii) 7 hours, 22 minutesexcluding unpaid meal breaks.
- (c) Shift lengths will be consistent over the course of a week.
- (d) Employees shall not be required to work more than:
 - (ii) 19 days over a four week cycle;
 - (iii) 5 days in any 7 day period;
 - (iv) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (e) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that at least two sets of consecutive RFDs are granted.
- (f) No Employee shall work more than five consecutive hours without a meal break of 30 minutes. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

34.4 Breaks Between Shifts

- (a) An Employee is entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
 - (i) 8 hours where they are rostered to work shifts less than 10 hours; or
 - (ii) 10 hours where they are rostered to work shifts of 10 hours or more.
- (b) Where an Employee has not observed a rest break provided for in clause 34.4(a) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period specified in clause 34.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 34.5.

34.5 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (e) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (g) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (h) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (i) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

34.6 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters shall be made available at least 30 calendar days in advance.
- (c) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (d) the Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (e) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater
- (f) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

34.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a four week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

34.8 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

PART ONE

Classification	Level	1 July 2016	+2.5% Effective 1 July 2017	+2.5% Effective 1 July 2018
Transport Service Grade 1	Level 1A	49,176	50,405	51,666
	Level 1B	50,405	51,665	52,957
	Level 1C	51,636	52,927	54,250
	Level 1D	52,865	54,187	55,541
	Level 1E	54,094	55,446	56,833
Transport Service Grade 2	Level 2A	54,382	55,742	57,135
	Level 2B	55,742	57,136	58,564
	Level 2C	57,103	58,531	59,994
	Level 2D	58,462	59,924	61,422
	Level 2E	59,823	61,319	62,852
Transport Service Grade 3	Level 3A	60,170	61,674	63,216
	Level 3B	61,674	63,216	64,796
	Level 3C	63,177	64,756	66,375
	Level 3D	64,681	66,298	67,955
	Level 3E	66,185	67,840	69,536
Transport Service Grade 4	Level 4A	66,996	68,671	70,388
	Level 4B	68,672	70,389	72,149
	Level 4C	70,346	72,105	73,907
	Level 4D	72,022	73,823	75,668

	Level 4E	73,695	75,537	77,426
Transport Service Grade 5	Level 5A	75,558	77,447	79,383
	Level 5B	77,447	79,383	81,368
	Level 5C	79,336	81,319	83,352
	Level 5D	81,226	83,257	85,338
	Level 5E	83,115	85,193	87,323
Transport Service Grade 6	Level 6A	84,237	86,343	88,501
	Level 6B	86,343	88,502	90,714
	Level 6C	88,449	90,660	92,927
	Level 6D	90,555	92,819	95,139
	Level 6E	92,660	94,977	97,351
Transport Service Grade 7	Level 7A	94,187	96,542	98,955
	Level 7B	97,012	99,437	101,923
	Level 7C	99,838	102,334	104,892
	Level 7D	102,664	105,231	107,861
	Level 7E	105,490	108,127	110,830
Transport Service Grade 8	Level 8A	106,916	109,589	112,329
	Level 8B	110,123	112,876	115,698
	Level 8C	113,331	116,164	119,068
	Level 8D	116,537	119,450	122,437
	Level 8E	119,745	122,739	125,807
Transport Service Grade 9	Level 9A	123,116	126,194	129,349
	Level 9B	126,808	129,978	133,228
	Level 9C	130,501	133,764	137,108
	Level 9D	134,194	137,549	140,988
	Level 9E	137,889	141,336	144,870

^ In accordance with clause 7.5(a) and (b) salaries will increase by 2.5% from the first full pay period on or after 1 July 2017 and 1 July 2018.

PART TWO

Classification	Level	Effective 1 July 2016	+2.5% Effective 1 July 2017	+2.5% Effective 1 July 2018
Professional Engineer	Level 1	84,237	86,343	88,501
Grade A	Level 2	88,449	90,660	92,927
	Level 3	90,555	92,819	95,139
	Level 4	94,187	96,542	98,955
	Level 5	97,012	99,437	101,923
	Level 6	99,838	102,334	104,892
Professional Engineer	Level 1	102,664	105,231	107,861
Grade B	Level 2	106,916	109,589	112,329
	Level 3	111,508	114,296	117,153
	Level 4	116,152	119,056	122,032
	Level 5	119,745	122,739	125,807
Professional Engineer	Level 1	123,116	126,194	129,349
Grade C	Level 2	128,038	131,239	134,520
	Level 3	132,961	136,285	139,692
	Level 4	137,889	141,336	144,870

^ In accordance with clause 7.5(a) and (b) salaries will increase by 2.5% from the first full pay period on or after 1 July 2017 and 1 July 2018.

SCHEDULE B - ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject	Amount Effective 1 July 2016	Amount Effective 1 July 2017	Amount Effective 1 July 2018
Item 1*	On Call (Rostered Day)	37.31	38.20	39.20
Item 2*	On Call (Non Rostered Day)	56.38	57.80	59.20
Item 3#	Overtime Meal	\$29.40	#	#
Item 4#	Breakfast Meal (no overnight stay)	\$26.45	#	#
Item 5#	Lunch Meal (no overnight stay)	\$29.75	#	#
Item 6#	Dinner Meal (no overnight stay)	\$50.70	#	#
Item 7#	Overnight Stay Away from Headquarters Allowance	Varies depending on location - see relevant NSW Treasury (NSW Industrial Relations Circular)	#	#
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$19.05	#	#
Item 9#	Private use of Motor Vehicle - up to 1600 cc	66 cents per km	#	#
Item 10#	Private use of Motor Vehicle - between 1601cc and 2600cc	66 cents per km	#	#
Item 11#	Private use of Motor Vehicle - over 2600 cc	66 cents per km	#	#
Item 12*	Holders of St John's Ambulance	868.18	889.90	912.10
Item 13*	Holders of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more	1303.80	1336.40	1369.80
Item 14#	Remote Location (with dependants) Grade A Grade B Grade C	\$1996 pa \$2647 pa \$3535 pa	#	#
	Remote Location (without dependants) Grade A Grade B Grade C	\$1393 pa \$1856 pa \$2477 pa	#	#
Item 15#	Remote Location Annual Leave Travel			
	By Private Vehicle	Appropriate casual rate up to maximum of 2850 kms less \$49.20	#	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$49.20 and up to \$329.55	#	#

	Other Transport (without dependants)	Actual reasonable expenses in excess of \$49.20 and up to \$162.80	#	#
	Rail Travel	Actual rail fare less \$49.20	#	#

*Subject to Award Increase/s, in accordance with 7.5(c).

means amended in accordance with clause 7.5(d).

SCHEDULE C -TRANSITIONAL ARRANGEMENTS

1. Transitional Arrangements

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

2. Personal Salaries - Code Z

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

3. Annual Award Increases

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

4. Former RailCorp Employees

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TFNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
			47,919	
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z
3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	
4	61,357	4	59,348	Z
	63,500		60,832	Z
	65,723		62,315	Z
	68,025		63,799	Z
			65,282	
5	70,494	6	74,620	X
	72,868		74,620	Y
	75,572		76,486	Y
	78,061		78,351	X
			80,217	
			82,082	
6	80,793	7	83,435	Y
	83,622		85,938	Y
	86,545		88,441	Y
	89,574		90,944	X
			93,447	
7	92,710	8	94,710	Y
	95,956		97,551	Y
	99,314		100,393	Y
	102,787		103,234	X
			106,075	

8	106,387	9	109,060	Z
	110,111		112,332	Z
			115,604	-
	116,997		118,875	Z
	122,148		122,148	-

Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331	1	43,563	X
	36,557		43,563	X
	41,794		43,563	X
			44,652	
			45,741	
			46,830	
			47,919	
2	44,078	2	48,175	X
	46,079		48,175	X
	47,793		48,175	X
			49,379	
			50,584	
			51,788	
			52,993	
3	50,747	3	53,300	X
	53,125		53,300	Y
			54,633	
	55,600		55,965	X
			57,298	
			58,630	
4	57,296	4	59,348	Y
	59,542		60,832	Y
	61,885		62,315	X
			63,799	
			65,282	
5	64,012			Z
	66,082			Z
	67,272			Z
6		5	66,933	
	68,748		68,606	
	70,835		70,279	Y
	73,153		71,953	Y
			73,626	X
7	74,745	6	74,620	Y
	77,383		76,486	Y
	78,885		78,351	Y
			80,217	X
			82,082	
8	82,121	7	83,435	Y
	85,456		85,938	Y
	88,124		88,441	X
			90,944	
			93,447	

9	92,178	8	94,710	Y
	94,826		97,551	Y
	99,093		100,393	X
			103,234	
			106,075	
10	101,594	9	109,060	X
	105,602		109,060	Y
	111,025		112,332	X
11	114,457		115,604	Y
			118,875	Y
	119,439		122,148	Y
	122,128		122,148	-

Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746 77,385 78,887	A	74,620	-
			78,351	X
			78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121 85,454 88,123		83,435	Y
			85,938	Y
			88,441	-
Engineer Level 2 Yrs 1 1 - 3 (RTA USS 9)	92,176 94,826 99,092	B	90,944	-
			94,710	Y
			98,779	Y
			102,892	X
			106,075	
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593 105,600 111,024	C	109,060	X
			109,060	Y
			113,421	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456 119,439 122,125		117,782	Y
			122,148	-
			122,148	-

Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z
	45,327		45,741	Z
			46,830	
	47,100		47,919	Z
	48,293		47,919	Z
	49,672		47,919	-

2		2	48,175	
	50,342		49,349	Y
	51,012		50,484	X
3	51,867		51,788	
	53,078		52,993	Z
	53,906		52,993	Z
			52,993	-
4		3	53,300	
	54,929		54,633	
	56,291		55,965	X
	57,756		57,298	Y
			58,630	
				-
5	58,941	4	59,348	X
	61,155		60,832	
	62,969		62,315	Y
			63,799	
			65,282	
6	64,165	5	66,933	X
	65,876		66,933	X
	68,276		68,606	X
			70,279	
			71,953	
			73,626	
Special	69,463	6	74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
			80,217	
			82,082	
SO A	77,683	7	83,435	X
	80,308		83,435	X
	83,119		83,435	Y
	86,262		85,938	
	89,910		88,441	Y
			90,944	X
			93,447	
SO B	89,090	8	94,710	X
	91,952		94,710	X
	95,051		97,551	Y
	98,443		100,393	Y
	102,121		103,234	X
			106,075	
SO C	99,079	9	109,060	X
	102,249		109,060	X
	105,706		109,060	X
	109,356		112,332	Y
	113,309		115,604	X
			118,875	
			122,148	
SO D	109,830		109,060	Z
	113,353		112,332	Z
	117,129		115,604	Z
	121,420		118,875	Z
	126,067		122,148	-
			122,148	-

Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for Railcorp Employees Transitioning to Transport for NSW

RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1 Level 1	43,915	45,451	47,043	1
Level 2	44,806	46,374	47,998	
Level 3	45,772	47,373	49,032	
Level 4	46,635	48,267	49,957	
Level 5	47,472	49,133	50,854	
2 Level 1	50,834	52,613	54,456	3
Level 2	52,530	54,368	56,272	
Level 3	54,016	55,906	57,864	
Level 4	55,749	57,700	59,721	
Level 5	58,199	60,235	62,344	
3 Level 1	60,504	62,621	64,814	4
Level 2	62,336	64,517	66,776	
Level 3	63,657	65,884	68,191	
Level 4	65,400	67,688	70,058	
Level 5	66,967	69,310	71,737	
4 Level 1	68,909	71,320	73,817	6
Level 2	71,081	73,568	76,144	
Level 3	73,390	75,958	78,618	
Level 4	76,402	79,076	81,845	
Level 5	79,470	82,251	85,131	
5 Level 1	83,140	86,049	89,062	7
Level 2	86,786	89,823	92,968	
Level 3	89,688	92,827	96,077	
Level 4	92,696	95,940	99,299	
Level 5	95,899	99,255	102,730	
6 Level 1	99,436	102,916	106,519	8
Level 2	101,804	105,367	109,056	
Level 3	104,621	108,282	112,073	
Level 4	107,437	111,197	115,098	
Level 5	110,258	114,116	118,111	
7 Level 1	111,906	115,822	119,877	9
Level 2	114,678	118,691	122,846	
Level 3	117,465	121,576	125,832	
Level 4	120,266	124,475	128,833	
Level 5	123,123	127,432	131,893	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW

Ferries Grade	Ferries Salary \$	Effective from 1 January 2012	Effective from 1 January 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		43,563	Z
	43,265	44,779	46,346		45,741	Z
	44,957	46,530	48,159		46,830	Z
	46,097	47,710	49,380		47,919	Z
	47,414	49,073	50,791		47,919	-

2				2	48,175 49,379 50,584 50,584	X X
	48,053 48,693	49,735 50,397	51,476 52,161			
3					51,788 52,993 52,993	Z Z -
	49,509 50,664 51,455	51,242 52,437 53,256	53,035 54,272 55,120			
4				3	53,300 54,633 55,965 57,298 58,630	X X X
	52,433 53,732 55,129	54,268 55,613 57,059	56,167 57,559 59,056			
5				4	59,348 60,832 62,315 63,799 65,282	X X X
	56,261 58,373 60,106	58,230 60,416 62,210	60,268 62,531 64,387			
6				5	66,933 66,933 68,606 70,279 71,953 73,626	X X X
	61,247 62,883 65,171	63,391 65,084 67,452	65,610 67,362 69,813			
Special				6	74,620 74,620 76,486 78,351 80,217 82,082	X X X
	66,304 69,698 73,122	68,625 72,137 75,681	71,027 74,662 78,330			
SO A				7	83,435 83,435 83,435 85,938 88,441 90,944 93,447	X X X X X
	74,151 76,656 79,341 82,340 85,823	76,746 79,339 82,118 85,222 88,827	79,432 82,116 84,992 88,205 91,936			
SO B				8	94,710 94,710 94,710 97,551 100,393 103,234 106,075	X X X X X
	85,040 87,771 90,729 93,967 97,479	88,016 90,843 93,905 97,256 100,891	91,097 94,023 97,192 100,660 104,422			
SO C				9	109,060 109,060 109,060 109,060 112,332	X X X X X
	94,573 97,600 100,899 104,386 108,158	97,883 101,016 104,430 108,040 111,944	101,309 104,552 108,085 111,821 115,862			
SO D					109,060 112,332 115,604 118,875 122,148 122,148	Z Z Z - Z -
	104,838 108,201 111,803 115,899 120,334	108,507 111,988 115,716 119,955 124,546	112,305 115,908 119,766 124,153 128,905			

Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	61,000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.

P. KITE, Chief Commissioner.

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