

Vol. 394, Part 4

9 June 2023

Pages 636 – 653



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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

ISSN 0028-677X

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(1938)

**SERIAL C9647**

## **CROWN EMPLOYEES (SCHOOL PSYCHOLOGISTS – DEPARTMENT OF EDUCATION) SALARIES AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 356548 of 2023)

Before Chief Commissioner Constant  
Commissioner Sloan  
Commissioner Webster

6 June 2023

### **AWARD**

## **PART A**

### **Arrangement**

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### **PART B - SALARIES**

Table 1 – School Psychologist Salaries

Table 2 - Senior Psychologist Education and Leader,  
Psychology Practice Salaries

Table 3 - Rates of Pay – Casual School Psychologists and  
Casual Senior Psychologists Education

#### **1. Title**

- 1.1 This award will be known as the Crown Employees (School Psychologists – Department of Education) Salaries Award.

#### **2. Purpose of This Award**

- 2.1 This award establishes the rates of pay, salary progression and industrial instruments governing the conditions of employment for School Psychologists, Senior Psychologists Education and Leaders, Psychology Practice.

### 3. Definitions

- 3.1 "Act" means the *Government Sector Employment Act 2013* (NSW).
- 3.2 "Advanced Certification" means certification at the advanced capability stage of the Professional Practice Framework.
- 3.3 "AHPRA" means the Australian Health Practitioner Regulation Agency, the national organisation responsible for implementing the National Registration and Accreditation Scheme across Australia in partnership with the national boards for each health profession.
- 3.4 "Annual Performance and Development Plan" means the process by which employees covered by this award will identify, implement and review goals in accordance with the applicable capability stage of the Professional Practice Framework.
- 3.5 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.6 "Casual Employee" means an employee employed to carry out irregular, intermittent, short-term, urgent or other work as and when required.
- 3.7 "Department" means the New South Wales Department of Education.
- 3.8 "Employee" means any person employed as a School Psychologist, Senior Psychologist Education or Leader, Psychology Practice, in accordance with the Act in ongoing, temporary or casual employment.
- 3.9 "Established Certification" means certification at the established capability stage of the Professional Practice Framework.
- 3.10 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996* (NSW).
- 3.11 "Industrial Relations Secretary" means the Industrial Relations Secretary, as established under the Act.
- 3.12 "Leader, Psychology Practice" means a person appointed to lead a team of Senior Psychologists, Education to implement professional practices consistent with the standards of the Department and the Psychology Board of Australia. The Leader, Psychology Practice develops and implements strategies to enhance psychology services in schools, including professional development and support for the school counselling workforce.
- 3.13 "Ongoing Employee" means an employee whose employment continues until the employee resigns or his or her employment is terminated.
- 3.14 "Parties" means the Secretary of the Department of Education and the Association.
- 3.15 "Professional Practice Framework" means the Department's School Counselling Service core capabilities practice requirements for School Psychologists working in the school environment to guide professional practice and growth throughout their careers.
- 3.16 "The Board" or "Psychology Board" means the Psychology Board of Australia or successor organisation, responsible for registering psychologists and provisional psychologists, developing standards, codes and guidelines for the psychology profession
- 3.17 "Relevant experience in a psychologist role" means all experience in a psychologist role that is relevant to the role of school psychologist, as determined by the Secretary, or their delegate, in their sole discretion.
- 3.18 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.

- 3.19 “School Psychologist” means a person employed as such, in a School by the Secretary under the Act. School Psychologists provide specialised psychological assessment, counselling and intervention services to strengthen learning and wellbeing outcomes for students.
- 3.20 “Secretary” means the Secretary of the New South Wales Department of Education.
- 3.21 “Senior Psychologist Education” means a person employed under the Act to provide professional leadership and clinical/professional practice supervision to School Psychologists and professional leadership in the delivery of psychological services to school communities.
- 3.22 “Temporary Employee” means an employee employed on a temporary basis to carry out work for a specified period.
- 3.23 “The School Counselling Service” means the psychological service provided within Schools by suitably qualified staff, contributing appropriate school-based support for the mental health and wellbeing of students - including but not limited to, counselling, and cognitive, emotional and behavioural assessments and evidence-based interventions. The School Counselling Service includes staff working within Department schools as a School Counsellor, School Psychologist, Senior Psychologist Education, District Guidance Officer, Leader, Psychology Practice and staff working in executive and corporate roles whose core business relates to the School Counselling Service.

#### 4. Salaries

##### School Psychologists

- 4.1 Salaries and rates of pay for School Psychologists are set out in Part B - Salaries, Table 1 and Table 3 of this award. In addition to the salary increase of 2.04% already paid by way of determination under s.52 (1) of the Act, from the first full pay period on or after 1 January 2022, salaries under Part B - Salaries Table 1 and Table 3 will be increased by:
- 4.1.1 0.25% from the first full pay period commencing on or after 1 July 2022; and
- 4.1.2 2.53% from the first full pay period commencing on or after 1 January 2023.
- 4.2 The annual salary for School Psychologists will be in accordance with the School Psychologist’s level of Registration with the Psychology Board on commencement of employment.
- 4.2.1 A School Psychologist with Provisional Registration with the Psychology Board will commence on Band 1.
- 4.2.2 Unless clauses 4.2.3 to 4.2.5 apply, a School Psychologist with General Registration with the Psychology Board will commence employment with the Department on Band 2.0.
- 4.2.3 A School Psychologist with General Registration with the Psychology Board and at least two years’, but less than three years’, relevant experience in a psychologist role with General Registration will commence on Band 2.1.
- 4.2.4 A School Psychologist with General Registration with the Psychology Board and at least three years’, but less than four years’, relevant experience in a psychologist role with General Registration will commence on Band 2.2.
- 4.2.5 A School Psychologist with General Registration with the Psychology Board and at least four years’ relevant experience in a psychologist role with General Registration will commence on Band 2.3.
- 4.2.6 When making an offer of employment to a prospective Employee, the Department must inform them of the terms of this clause 4 and give the prospective Employee an opportunity to put forward any information that they wish the Secretary to consider in determining whether the prospective Employee should commence employment on a band higher than Band 2.0.

## Senior Psychologists Education and Leaders, Psychology Practice

4.3 Salaries and rates of pay for Senior Psychologists Education are set out in accordance with Part B - Salaries, Table 2 and Table 3 of this award. In addition to the salary increase of 2.04% already paid by way of determination under s.52 (1) of the Act, from the first full pay period on or after 1 January 2022, salaries under Part B – Salaries, Table 2 and Table 3 will be increased by:

4.3.1 0.25% from the first full pay period commencing on or after 1 July 2022; and

4.3.2 2.53% from the first full pay period commencing on or after 1 January 2023.

4.4 Salaries for Leaders, Psychology Practice are set out in accordance with Part B – Salaries, Table 2 of this award.

## Salary Progression and Maintenance

4.5 Salary progression from Band 1 to Band 2.0 will take effect from the first full pay period after the completion of a minimum of 12 months service, attainment of General Registration with the Psychology Board and subject to the satisfactory performance of duties via an Annual Performance and Development Plan.

4.5.1. For those School Psychologists who have 12 months of service at Band 1 but do not have General Registration with the Psychology Board, progression from Band 1 to Band 2.0 will take effect from the first pay period after the School Psychologist attains General Registration with the Psychology Board and subject to the satisfactory performance of duties via an Annual Performance and Development Plan (including goals consistent with working towards the attainment of Established Certification).

4.6 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of 24 months service at Band 2.0 for those School Psychologists who continue to meet the requirements of General Registration with the Psychology Board and subject to the satisfactory performance of duties via an Annual Performance and Development Plan (including goals consistent with the attainment of Established Certification).

4.7 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of 12 months service for those School Psychologists who continue to meet the requirements of General Registration with the Psychology Board and subject to the satisfactory performance of their duties via an Annual Performance and Development Plan (including goals consistent with the maintenance of Established Certification).

4.8 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Advanced Certification and General Registration by the Psychology Board for School Psychologists who have been remunerated at Band 2.3 for a minimum of 12 months service and subject to satisfactory performance of duties via the Annual Performance and Development Plan (including goals consistent with the maintenance of Established Certification). For those School Psychologists who have Advanced Certification and General Registration with the Psychology Board but do not have 12 months service at Band 2.3, progression from Band 2.3 to Band 3 will, subject to satisfactory performance of duties via the Annual Performance and Development Plan, take effect from the first full pay period after the completion of 12 months service at Band 2.3.

4.9 Payment of salaries under this clause is conditional upon a School Psychologist maintaining the appropriate level of registration with the Psychology Board in accordance with AHPRA regulations and Established Certification and Advanced Certification (where relevant).

4.10 Where delays to the completion of the Annual Performance and Development Plan process occurs, subject to compliance with all other requirements of clauses 4.5 to 4.8, a School Psychologist will be entitled to progress to the subsequent salary band effective from the original increment date, including backpay as necessary, on confirmation of satisfactory performance.

4.11 Where performance concerns are identified as part of the Annual Performance and Development Plan, the increment of a School Psychologist may be deferred. Subject to the compliance with the requirements of clauses 4.5 to 4.8, the payment of a previously deferred increment will be made from the date the Department deems the performance of the School Psychologist to be satisfactory. Where the unsatisfactory service occurred:

4.11.1 within the first 3 years of employment, the original increment date will be retained.

4.11.2 after 3 years employment, all future incremental dates will be varied by the period of the deferment.

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

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

5.1.1 ongoing full-time and part-time employees;

5.1.2 temporary employees, subject to the Department's convenience; and

5.1.3 casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 5.7.

5.2 For the purposes of this clause:

5.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by Part B – Salaries of this award, and any other payment that can be salary packaged in accordance with Australian taxation law.

5.2.2 "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.

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

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

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

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

5.5 The agreement will be known as a Salary Packaging Agreement.

5.6 Except in accordance with subclause 5.7, a Salary Packaging Agreement must be recorded in writing and must be for a period of time as mutually agreed between the employee and the Secretary at the time of signing the Salary Packaging Agreement.

5.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

5.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

5.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 5.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 5.8 Where the employee makes an election to salary sacrifice, the employer must pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 5.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- a) *Police Regulation (Superannuation) Act 1906 (NSW)*;
  - b) *Superannuation Act 1916 (NSW)*;
  - c) *State Authorities Superannuation Act 1987 (NSW)*; or
  - d) *State Authorities Non-contributory Superannuation Act 1987 (NSW)*,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 5.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 5.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 5.11 Where the employee makes an election to salary package:
- 5.11.1 subject to Australian Taxation law, the amount salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - 5.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, is calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 5.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from date of such variation.
- 5.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **6. Conditions of Employment**

### **6.1 General Conditions**

The employees covered by this award are entitled to the conditions of employment as provided for under the Act, Government Sector Employment Regulation 2014 (NSW) and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced. To the extent of any inconsistency between the employment conditions found in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and this award, the employment conditions in this award apply.



## 6.2 Professional Supervision

- 6.2.1 Provisional School Psychologists who have been funded to complete a Department Scholarship will be provided by the Department with professional supervision by a Board-approved supervisor, employed or endorsed by the Department in accordance with the requirements of the Psychology Board guidelines and AHPRA regulations to achieve their registration.
- 6.2.2 Provisional School Psychologists who enter the service without a scholarship will have access to a principal and/or secondary Board-approved supervisor(s) to complete their registration requirements.
- 6.2.3 All School Psychologists' classifications will be provided by the Department with professional supervision by their professional practice supervisor within the School Counselling Service in order to maintain competence in their psychological practice through ongoing professional supervision in accordance with the requirements of the Psychology Board guidelines and AHPRA regulations.

## 7. Qualifications

- 7.1 Qualifications for School Psychologists will be those determined necessary to achieve General Registration with the Psychology Board, in accordance with AHPRA regulations
  - 7.1.1 To become eligible for General Registration, the minimum qualification required is completion of a six-year sequence of Board-approved accredited of education and training, known as an internship pathway. This could include a minimum of four years of study in Psychology followed by a two-year Board-approved supervised practice program undertaken while registered as a Provisional Psychologist; or five years of study in Psychology followed by one-year Board-approved supervised practice program undertaken while registered as a Provisional Psychologist.
  - 7.1.2 Those completing one of the internship pathways outlined in clause 7.1.1 must pass the National Psychology Exam before applying for General Registration.
  - 7.1.3 Alternatively a higher degree pathway to General Registration is available. Completion of an approved postgraduate degree in Psychology, accredited at the fifth or sixth-year level, such as a Masters or Doctorate will mean eligibility to apply for General Registration.

## 8. Professional Practice Framework

- 8.1 The Professional Practice Framework applies to all Employees.
- 8.2 Any changes to the existing Professional Practice Framework or the development of a new framework will be the subject of consultation between the parties.

## 9. Performance and Development

- 9.1 Performance and development processes applicable to School Psychologists will consist of completion of an Annual Performance and Development Plan developed every 12 months in accordance with the Professional Practice Framework.
- 9.2 School Psychologists must have appropriate and equitable access to professional training, education and conference attendance relevant to both the Department and employee in order that they maintain competence through ongoing professional development in accordance with Psychology Board guidelines. The Department must not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance of approved training, education and conferences must be in accordance with Section 7 – Training and Professional Development of the Crown Employees (Public Service Conditions of Employment) reviewed Award 2009 as amended from time to time.

### 10. Grievance and Dispute Settlement Procedure

- 10.1 All grievances and disputes relating to the provisions of this Award must initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- 10.2 An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- 10.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977 (NSW)*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the Secretary or Delegate.
- 10.4 The immediate manager, or other appropriate officer, must convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- 10.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the dispute. This manager must respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Secretary or Delegate.
- 10.6 The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- 10.7 In the event that the matter remains unresolved, the Secretary must provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- 10.8 An employee, at any stage, may request to be represented by an Association representative.
- 10.9 The employee or the Association on their behalf or the Secretary may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 10.10 The employee, Association, Department and Secretary must agree to be bound by any recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 10.11 Whilst the procedures outlined in (10.2) to (10.10) are being followed, normal work undertaken prior to notification of the grievance or dispute must continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work must proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

### 11. No Extra Claims

- 11.1 Other than as provided for in the *Industrial Relations Act 1996 (NSW)* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW), there are to be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the award that take effect prior to 31 December 2023 by a party to this award.

### 12. Anti-Discrimination

- 12.1 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 (NSW)* 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 the dispute resolution procedure prescribed in clause 9 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor, 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* (NSW), 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:
- 12.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 12.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 12.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW); and
- 12.4.4 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.

### 13. Area, Incidence and Duration

- 13.1 This award covers all School Psychologists, Senior Psychologists Education and Leaders, Psychology Practice employed by the Department under the Act.
- 13.2 This award commences on and from 1 January 2022 and remains in force until 31 December 2023.

## PART B

### SALARIES

**Table 1 – School Psychologist Salaries**

Band	Reference Only Salary from the first pay period to commence on or after 1.1.2022 * \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
	2.04%	0.25%	2.53%
Band 1	73,737	73,921	75,791
Band 2.0	88,935	89,157	91,413
Band 2.1	96,531	96,772	99,220
Band 2.2	100,336	100,587	103,132
Band 2.3	109,978	110,253	113,042
Band 3	117,060	117,353	120,322

\* **Explanatory Note**

Prior to the application by the parties for the making of this award, salaries for the classifications of School Psychologist and Senior Psychologist Education were paid under determinations made pursuant to the provisions of s. 52(1) of the Act. These determinations covered the period from 2016 when school psychologists were first employed in the Department to December 2022.

**Table 2 - Senior Psychologists Education and Leaders, Psychology Practice Salaries**

Classification	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
	2.04%	0.25%	2.53%
Senior Psychologist Education	126,568*	126,884	130,094
Leader, Psychology Practice	147,776**	148,145	151,893

\* See explanatory note under Table 1

\*\* **Leader, Psychology Practice**

The classification of Leader, Psychology Practice was not included in the determinations made under s.52(1). The salary rate for the classification of Leader, Psychology Practice for staff employed under this Award is based on the salary of Leader, Psychology Practice for staff employed under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award.

**Table 3****Hourly Rates of Pay – Casual School Psychologists and Senior Psychologists Education**

Classification	Reference Only Salary from the first pay period to commence on or after 1.1.2022* \$ Per hour	Salary from the first pay period to commence on or after 1.7.2022 \$ Per hour	Salary from the first pay period to commence on or after 1.1.2023 \$ Per hour
	2.04%	0.25%	2.53%
School Psychologist			
Band 1	63.26	63.42	65.02
Band 2	75.02	75.21	77.11
Senior Psychologist Education	86.35	86.57	88.76

\* See explanatory note under Table 1

N. CONSTANT, *Chief Commissioner*  
D. SLOAN, *Commissioner*  
J. WEBSTER, *Commissioner*

**PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(Case No. 305513 of 2022)

Before Commissioner Muir

24 November 2022

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

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classification and Salaries, Adjustments to Rates of Pay
3A.	Part Time Work
4.	All Incidence of Employment Allowance
5.	Hours of Work
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal / Carer's Leave and Flexible Use of Other Leave Entitlements
8.	Saving of Rights
9.	Anti-Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims
12.	Review of Award

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

Table 1 - Salaries effective from the first full pay period after:

Table 2 - All Incidence of Employment Allowance - all classifications

**2. Area, Incidence and Duration**

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 17 April 2020 (387 I.G. 666).
- (c) This award shall take effect on and from 1 July 2022 and will remain in force until 30 June 2023.

### **3. Classification and Salaries, Adjustments to Rates of Pay**

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.
- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the relevant Department Head.

#### **3A. Part Time Work**

- (a) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (b) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (c) A part time staff member is to work contract hours less than full-time hours.
- (d) 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.
- (e) Before commencing part time work, the Department Head and the staff member must agree upon the hours to be worked by the staff member, the days upon which they will be worked,
- (f) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (g) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (h) An employee 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 hour and up to the normal full-time hours for the classification, part time staff members will be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave.

### **4. All Incidence of Employment Allowance**

In addition to the salary rates prescribed in clause 3 Classifications and salaries, all employees, both full time and part time shall be paid the all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

### **5. Hours of Work**

- (a) The working hours of staff and the manner of their recording shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior

commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.

- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

## **6. Leave Entitlements**

(a)

- (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
- (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The relevant department head shall notify the staff member in writing when accrued recreation leave reaches 8 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, or a longer period if the relevant Department Head considers that appropriate given the requirements of the department.

The relevant Department Head shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may 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 department.

- (b) All Reporting Staff working part time, or under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the Crown Employees (Parliament House Conditions of Employment) Award 2015 or any replacement thereof.

## **7. Family and Community Service Leave, Personal / Carer's Leave and Flexible Use of Other Leave Entitlements**

### 7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The 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 purposes of this paragraph:
  - 1. 'relative' means - person related to blood, marriage or affinity;
  - 2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
  - 3. 'household' means - a family group living in the same domestic dwelling.

## 7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

## 7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
  - (i) 2 ½ days in the employee's first year of services;
  - (ii) 2 ½ days in the employee's second year of service; and
  - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) 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 discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

## 7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

## 7.5 Use of sick leave to care for a sick dependant - entitlement

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



- (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's 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 7.5 (b) above, sick leave accrued 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 relevant Department Head may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such 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.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (g) 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.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

#### 7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

#### 7.7 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 a later time, during the spread of ordinary hours, 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 for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 7.8 Use of other leave entitlements

The relevant Department Head 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:

- (a) recreation leave;

- (b) extended leave; and
- (c) leave without pay.

#### 7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

### 8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

### 9. 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

### 10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

#### Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

#### Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

#### Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and the relevant Department Head and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the relevant Department Head will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

#### Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

### 11. No Extra Claims

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

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.

### 12. Review of Award

The parties agree that, during the term of this Award, they will commit to reviewing this award to ensure it meets the contemporary requirements of the Hansard service, and to ensure safe working conditions exist for Parliamentary Reporting Staff.

## PART B

### MONETARY RATES

**Table. 1 - Salaries Effective from the First Full Pay Period After 1 July 2022:**

Classification	1 July 2022 \$
Reporter	
1st year of service	100,942
2nd year of service	104,995

3rd year of service	110,519
4th year of service	115,093
5th year of service	118,404
Senior Reporter	121,918
Sub Editor	131,339
Senior Sub Editor	139,163
Deputy Editor	147,733

**Table. 2 - All Incidence of Employment Allowance - All Classifications**

<b>1 July 2022</b>
\$
20,354

C. Muir, *Commissioner*.

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Printed by the authority of the Industrial Registrar.