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INDUSTRIAL GAZETTE

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**CROWN EMPLOYEES (NEW SOUTH WALES DEPARTMENT OF
FAMILY AND COMMUNITY SERVICES) RESIDENTIAL CENTRE
SUPPORT SERVICES STAFF AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 2018/222328)

Before Commissioner Stanton

25 July 2018

AWARD

PART A

Arrangement

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PART B

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Schedule B - Special Allowances

Schedule C - Allowances

Schedule D - Salary Arrangements of Existing Staff
Members, Services Support Officer

1. Definitions

"Act" means the *Government Sector Employment Act 2013* and its Regulations.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Casual Employee" means any employee engaged pursuant to section 42 (c) of the *Government Sector Employment Act 2013* and its Regulations or Rules thereof or as amended from time to time.

"Chef"

Hunter Residences:

'Head Chef' means a food production manager who has overall responsibility for food preparation and the supervision of other staff involved in food preparation, timetabling for blast chilling, food banking, despatch and quality assurance in a cook/chill operation.

'Chef' means a person responsible for all facets of food preparation and compliance with quality assurance requirements in a cook/chill operation.

Metro Residences:

'Head Chef' means a person responsible for the overall food preparation and the supervision of staff involved in food preparation, requisitioning and storage of stores requires for the food preparation and serving of meals and quality assurance in a large cook fresh kitchen.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation and in the day to day supervision of staff involved in all aspects of food preparation including cleaning and food dispatch.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation in a large cook fresh kitchen.

Other Residences:

'Head Chef' means a person who is responsible for the overall operations of a kitchen including cooking, cleaning, ordering of stores, storage of food supplies and supervision of other staff.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation on a day to day basis.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation.

"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.

"Department" means the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Department Head" means the Secretary of the Department of Family and Community Services

"Large Residential Centre" or "LRC" means a Centre operated by the Department where direct care services are provided to developmental disability clients in other than a Community Residential Centre.

"Service" means continuous years of service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

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

"Services Support Officer" -

"Services Support Officer, Grade 1" means a staff member appointed as such who is required to perform any or all of the following duties: general cleaning duties and other duties of a household-chore type, laundry duties using domestic machinery, and seamstress duties.

"Services Support Officer, Grade 2" means a staff member appointed as such who is required to perform, in addition to the duties appropriate to a Services Support Officer Grade 1, any or all of the following duties: high cleaning, outside cleaning, stripping and/or sealing of floors, operation of industrial/commercial type washing machines, sanitising of equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds.

"Services Support Officer, Grade 3" means a staff member appointed as such who is required to perform duties associated with maintaining a stores or supplies area, or undertake handyman type duties or regularly assisting trades staff.

"Staff member" means a staff member or temporary employee as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time staff.

2. Salaries

Rates of pay and allowances payable to staff members employed under this award shall be those as set out in Part B of this award,

Staff members employed in a position covered by the classification of Services Support Officer and who were in receipt of salaries other than those prescribed in Part B, Monetary Rates, for that classification as at 19 April 1999 shall continue to receive the salaries specified in Schedule D - Salary Arrangements of Existing Staff Members, Services Support Officer, of the said Part B.

No future appointments are to be made to the classifications in Schedule D.

3. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (1) The entitlement to salary package in accordance with this clause is available to:
 - (i) permanent full-time and part-time employees;
 - (ii) temporary employees, subject to the Department or agency's convenience; and
 - (iii) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (7).
- (2) For the purposes of this clause:
 - (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (3) By mutual agreement with the Department Head, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (i) a benefit or benefits selected from those approved by the Department Head; and

- (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- (4) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
 - (5) The agreement shall be known as a Salary Packaging Agreement.
 - (6) Except in accordance with subclause (7), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department Head at the time of signing the Salary Packaging Agreement.
 - (7) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department or agency's agreement, paid into another complying superannuation fund.
 - (8) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
 - (9) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*, the employee's Department or agency 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.
 - (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 (9) of this clause, the employee's Department or agency 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 or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
 - (11) Where the employee makes an election to salary package:
 - (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to

the rate of pay which would have applied to the employee under clause 2, Salaries, of this Award if the Salary Packaging Agreement had not been entered into.

- (12) The Department Head 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.
- (13) The Department Head will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

4. School Based Apprentices

(i) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(ii) Wages

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

(iii) Progression through the Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) 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.

(iv) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.

(v) Conditions of Employment

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.

5. Higher Duties Allowance

- (i) The provisions relating to Temporary Assignment Allowance from the *Government Sector Employment Act 2013* will apply.

(ii) In instances where staff members are required to perform the duties of a higher classification for less than 5 consecutive days:

(a) For a minimum of a full shift.

(b) In a position which management assess as essential for the operation of the facility and maintenance of direct client services. Such assessment is to be made on an incident basis.

The staff member shall be paid an allowance at the rate equivalent to the difference between the staff member's salary and the minimum rate applicable to the higher classification for such time so spent on a daily, or full shift basis.

(iii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of his/her allocated day off duty as a consequence of working a 38 hour week.

(iv) A Services Support Officer, Grade 1 or Grade 2, called upon to work as a Chef shall:

(a) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the whole day where the period of relief is for four hours or more;

(b) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the actual period of relief where such period exceeds one hour but is less than four hours;

(c) not be paid any allowance where the period of relief is for one hour or less.

6. Hours

(i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Any positions that operate under a 35-hour week prior to the making of this award will remain as such under this award.

(ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.

(iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.

(iv) The hours of work prescribed in subclauses (i), (ii) and (iii) of this clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his or her ordinary hours of work on not more than 19 days in the cycle.

The hours worked on each of those days shall be arranged to include a proportion of one hour (such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten-hour shift worked), which shall accumulate towards the staff member's allocated day off duty on pay.

(v) Each staff member shall be entitled to 12 allocated days off per annum.

(vi) The staff member's allocated day off duty, prescribed in subclause (iv) of this clause, shall be determined having regard to the needs of the LRC thereof. Where practicable, such allocated day off duty shall be consecutive with the rostered days off duty prescribed by subclause (iii) of this clause.

(vii) Once set, the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.

- (viii) There shall be no accrual of credit towards an allocated day off duty for ordinary recreation leave taken in accordance with clause 13, Recreation Leave. However, where a staff member has accumulated sufficient time to take his/her allocated day off duty prior to entering on recreation leave, and that day would have been taken if the staff member had not gone on recreation leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.

Where a staff member has not accumulated sufficient time for an allocated day off duty prior to entering on recreation leave, time in credit shall count towards taking the next allocated day off duty falling in sequence, after the staff member has returned to duty.

- (ix) A staff member entitled to allocated days off duty, in accordance with subclause (iv) of this clause, shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where a staff member's allocated day off duty falls during a period of sick leave, the staff member's available sick leave shall not be debited for that day.
- (x) Where a staff member's allocated day off duty falls due during a period of workers' compensation, the staff member on returning to duty, shall be given the next allocated day off in sequence.
- (xi) Where a staff members allocated day off duty falls on a public holiday as prescribed by clause 15, Public Holidays, the next working day shall be taken in lieu thereof.
- (xii) All time between the rostered starting and ceasing times each day shall be paid for as working time, other than for one rostered meal break of no less than 30 minutes and no more than one hour. Provided that in any cases where the employer determines that the needs of the residents are such that staff members cannot be permitted to leave the employer's premises during any meal break, any time allowed for the partaking of a meal on the employer's premises shall be regarded as working time.
- (xiii) A period of 20 minutes shall be allowed to staff members for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption to service.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.
- (xv) The ordinary hours of work for a part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (ii) and (iv) of this clause, with a minimum of three consecutive hours. The specified number of hours may be balanced over a week or fortnight, 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 a staff member working on a "week-on, week-off" basis in accordance with this subclause.

7. Roster of Hours

- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible to staff members. Where reasonably practicable, such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided, that this provision shall not make it obligatory for the Department 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 operation of the LRC to be carried on where another staff member is absent from duty on account of illness or in an emergency, but where any such alteration involves a staff member working on a day which would have been their rostered 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 staff member affected, all time worked outside that shown on the staff member's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced until such time as the proposals relating thereto are conveyed to the Department for its approval and the opportunity has been given to the Association to discuss the matter with the Department and the LRC concerned.
- (iii) The additional allocated days off duty in accordance with clause 6, Hours, are to be shown on the roster of hours for each staff member.
- (iv) Any change in the displayed roster must be notified verbally or in writing to the staff member concerned.
- (v) The working of more than seven consecutive shifts by staff members is prohibited except where a staff member makes a special request which is agreed to by the Department.

8. Part-Time Staff Members

- (i) A part-time staff member is one who is permanently appointed to work a specified number of hours, which are less than the full-time hours, per week.
- (ii) Staff members engaged pursuant to subclause (i) of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this award, with a minimum of three hours for each start.

In an emergency a part-time staff member may be allowed to work more than their specified number of hours and up to the specified full-time hours for the position and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of this clause, plus 4/48ths in lieu of recreation leave for each additional hour worked.

Part-time staff members are entitled to payment of overtime in accordance with the provisions of clause 10, Overtime.

- (iii) Part-time staff members shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

9. Conditions Relating to Payment of Allowances for Work Performed at Weekends

- (i) In addition to the rates prescribed by Rate of Pays in Part B, staff members included in Schedule A - Rates of Pay, shall be paid for all time other than overtime worked:
 - (a)
 - (1) on afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m., at the rate of ten per cent extra;
 - (2) on afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m., at the rate of 12.5 per cent extra;
 - (3) on night shift commencing at or after 4.00 p.m. and before 4.00 a.m., at the rate of 15 per cent extra;
 - (4) on night shift commencing at or after 4.00 a.m. and before 6.00 a.m., at the rate of ten per cent extra;
 - (b)
 - (1) between midnight Friday and midnight Saturday, at the rate of half time extra;
 - (2) between midnight Saturday and midnight Sunday, at the rate of three quarter time extra;

provided that these weekend rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraph (a) of this subclause.

- (ii) In calculating overtime rates, the allowances referred to in subclause (i) of this clause shall be disregarded.

10. Overtime

- (i) Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that all overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (ii) A staff member recalled to work overtime after leaving the employer's premises (where notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, staff members shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for a staff member to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (iii) When overtime work is necessary it shall be so arranged that staff members have at least eight consecutive hours off duty between the work on successive days or shifts.
- (iv) When a staff member works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the LRC to the staff member's home, with a maximum payment of one hour.

This subclause shall not apply in the case of a call back nor where the staff member has his/her own vehicle available for conveyance home.

- (v)
 - (a) All time worked by part-time staff members in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time staff members employed on that shift in the unit concerned, or, where there is no such majority of full-time staff members employed on that shift in the LRC concerned, all time in excess of eight hours per day, shall be paid for at the applicable overtime rates.
 - (b) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time staff members employed on that shift in the unit 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.
 - (c) All time worked by part-time staff members in excess of the hours prescribed for a full-time staff member in clause 6, Hours, shall be paid for at overtime rates.
- (vi) Subject to subclause (vii) of this clause a staff member may be directed by the Department Head to work overtime.
- (vii) A staff member may refuse to work overtime where the working of such overtime would result in the staff member working hours which are unreasonable.
- (viii) For the purpose of subclause (vii) of this clause, what is unreasonable or otherwise will be determined having regard to;
 - (a) any risk to staff member's health and safety;

- (b) the staff member's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
- (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
- (d) the notice (if any) given by the employer of the overtime and by the staff member of his or her intention to refuse it; and
- (e) any other relevant matter.

11. Uniforms

- (i) Sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each staff member required to wear them; provided that any staff member to whom a new uniform or part thereof has been supplied by the Department who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) A staff member on leaving the Department shall return any uniform or part thereof supplied by the Department which is still in use by that staff member immediately prior to leaving.
- (iii) If the uniform of a staff member is not laundered at the expense of the Department, an allowance, as prescribed in Schedule B - Special Allowances, of Part B, of this award, shall be paid to such staff member.
- (iv) The allowance referred to in subclause (iii) of this clause is payable to full-time and part-time staff members but shall not be payable to casual employees.
- (v) Each staff member whose duties require them to work in rain shall be supplied with suitable protective clothing, where necessary.
- (vi) Each staff member whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

12. Notice Board

The LRC shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Association representatives shall be permitted to post Association notices.

13. Recreation Leave

- (i) All staff members are entitled to four weeks leave per annum.
- (ii)
 - (a) Full-time and part-time staff members who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for recreation leave purposes shall be entitled to receive additional recreation leave as follows:

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

For part-time staff members, the "days" referred to in the above table will be equivalent to their pro rata contracted hours.

Provided that a staff member entitled to additional recreation leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Provided further that on termination of employment staff members shall be entitled to payment for any untaken recreation leave due under this subclause, together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with this subclause.
- (iii) A shift worker, as defined in clause 1, Definitions, shall be paid whilst on recreation leave their ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on recreation leave.

Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of recreation leave or for days which have been added to recreation leave in accordance with the provisions of clause 15, Public Holidays.

- (iv) Staff members shall be entitled to an annual leave loading of 17.5 per cent or shift penalties as set out in subclause (iv) of this clause, whichever is the greater, on up to four weeks recreation leave for non-shift workers and up to five weeks recreation leave for shift workers.

Payment of the annual leave loading will be on the first occasion a staff member takes two consecutive weeks leave for recreation purposes.

Such leave may be a combination of recreation leave, public holidays, extended leave (long service leave), leave without pay and rostered days off.

14. Paid Special Sick Leave

- (1) Paid special sick leave shall be granted by the Department if an employee satisfies the following criteria:
 - (i) has ten or more years of service
 - (ii) has been or will be absent for a period of at least three months; and
 - (iii) has exhausted or will exhaust, all sick leave entitlements.
- (2) Paid sick leave will be granted in accordance with the following table:

Completed years of service	Number of working days		
	5 day week	6 day week	7 day week
10	22	26	30
20	44	52	60
30	66	78	90
40	88	104	120
50	110	150	150

15. Public Holidays

- (i)
 - (a) Public holidays shall be allowed to staff members on full pay. Except as otherwise provided in this subclause, where a staff member is required to and does work on any of the holidays as set out in this subclause, whether for a full shift or not, the staff member 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 staff member 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 recreation leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where a staff member 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 a 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 to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday as gazetted in the State of New South Wales.
 - (c) Shift workers rostered off duty on a public holiday shall:
 - (1) be paid one day's pay, 7.6 hours in the case of 38-hour week workers, in addition to the weekly rate; or, if the staff member so elects,
 - (2) have one day added to the staff member's period of recreation leave.
 - (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, staff members shall be entitled to an extra public holiday each year.

Such public holiday will occur on a date which is agreed upon between the Association and the Department and shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in paragraph (b) of subclause (i) of this clause 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 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, is proclaimed and observed as a half public holiday, for the purposes of this award, the whole day will be regarded as a public holiday and no additional public holiday which would otherwise apply, as a result of this subclause, will be observed.

- (iii) Part-time staff members who are employed regularly each week shall be entitled to the provisions of subclauses (i) and (ii) of this clause for public holidays which fall on the days which they would normally be required to work. Provided that if such a staff member is required to and does work on a public holiday as defined in the said subclauses (i) and (ii), the staff member shall be paid at the rate of double time and one-half.

16. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal; provided that, where a staff member is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

- (ii) A staff member 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, and all such time shall be counted as time worked.
- (iii) A staff member 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, and all such time shall be counted as time worked.
- (iv) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the staff member free of charge. Where the Department is unable to provide such meals, a meal allowance will be paid in accordance with the allowance rates given in, and varied from time to time, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (v) Where a staff member is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 7, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause, shall apply.
- (vi) Where practicable, staff members shall not be required to work more than five hours without a meal break.

17. Association Representative

A staff member appointed Association representative shall, upon notification thereof in writing to the Manager, be recognised as the accredited representative of the Association and shall be allowed the necessary time during working hours to interview the employer and staff members on matters affecting staff members

18. Settlement of Disputes

- (i) 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 the appropriate department, if required.
- (ii) 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.
- (iii) 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 Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) 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 working days or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Department's Human Resources or Industrial Relations Branch for consideration.
- (vii) If the matter remains unresolved, the Department 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.
- (viii) A staff member, at any stage, may request to be represented by their union.

- (ix) The staff member, or the Association on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The staff member, the Association and the Department shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) 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.

19. 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 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."

20. Overtime, Penalty Rates and Part-Time Rates

For the purpose of calculating overtime payments, penalty rates and part-time rates the hourly rate of pay shall be determined by dividing the weekly equivalent of the relevant annual salary by one thirty-eighth.

21. General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 20015) Award or any replacement awards; the NSW Government Employment Portal; *Government Sector Employment Act 2013* and its Regulation and Rules.

22. 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 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.

23. Area, Incidence and Duration

This award shall apply to persons employed in the classifications contained in Part B of this award

This Award rescinds and replaces the Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Residential Centre Support Services Staff Award 2015 published 15 January 2016 (378 I.G. 1112) and all variations thereof.

This award remains in force until varied or rescinded.

PART B

SCHEDULE A - RATES OF PAY

Classification	1.7.18 Per annum \$
Transport Driver -	
Up to 2,950 kilograms	51,767
Over 2,950 kilos & up to 4,650 kilos*	52,189
Over 4,650 kilos & up to 7700 kilos*	52,632
Over 7,700 kilos & up to 10,800 kilos*	53,169
Over 10,800 kilos & up to 12,350 kilos*	53,628
Over 12,350 kilos & up to 15,500 kilos*	54,052
Over 15,500 kilos & up to 21,000 kilos*	54,582
Over 21,000 kilos & up to 22,450 kilos*	55,030
*Manufacturer's Gross Vehicle Mass	
Extra Hand	51,767
Services Support Officer -	
Grade 1	47,567
Grade 2	48,847
Grade 3	50,440
Apprentice Cook -	
1st six months (50%)	25,885
2nd six months (70%)	36,238
3rd six months (80%)	41,413
4th six months (85%)	44,003
5th six months (90%)	46,590
6th six months (95%)	49,178
Hunter Residences -	
Head Chef	69,895
Chef	61,877

Metro Residences -	
Head Chef	56,395
Deputy Head Chef	54,052
Chef	53,169
Other Residences -	
Head Chef	54,052
Deputy Head Chef	53,169
Chef	51,767
Outdoor Attendant Sewerage Works - Peat Island	54,052
Gardener (Tradesperson)	57,094
Gardener (non-Tradesperson)	53,628
Instructor Woodwork -	
Without Qualifications - 1st Year	60,366
Without Qualifications - 2nd Year	61,512
Without Qualifications - Thereafter	62,139
With Qualifications - 1st Year	61,975
With Qualifications - 2nd Year	63,231
With Qualifications - Thereafter	63872
Technical Instructor Without Qualifications -	
1st Year	58,164
2nd Year	58,636
Thereafter	59,301
Technical Instructor With Qualifications -	
1st Year	60,360
2nd Year	60,808
Thereafter	61,875
Therapy Aide -	
1st Year	51,355
2nd Year	52,636
Thereafter	54,049
Supervisor - Linen Distribution -	
Marsden, Grosvenor	52,141

SCHEDULE B - SPECIAL ALLOWANCES

- (i) Services Support Officers Grade 2 shall receive an additional duties allowance of \$16.38 per week 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.
- (ii) Services Support Officers Grade 2 regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department shall be paid an allowance at the rate of 3.40 per week; the allowance is not automatically adjusted in the future.
- (iii) Services Support Officers Grade 2 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 of \$9.82 per day or part thereof.
- (iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance of 94 cents per hour. The allowance shall be payable to Services Support Officers for those periods when they relieve Extra Hands and are required to handle wet and dry garbage.
- (v) Staff members covered by this award who are required to handle linen of a nauseous nature (other than in sealed bags) shall be paid an allowance of \$4.65 per shift.

- (vi) Leading Hand Allowance - A staff member, who is placed in charge of not less than two other staff members of substantially similar classification, shall be paid in accordance with the following:

	Per Week \$
In charge of 2 to 5 other staff members	33.77
In charge of 6 to 10 other staff members	48.16
In charge of 11 to 15 other staff members	61.32
In charge of 16 to 19 other staff members	75.09

This allowance will not be payable to those staff members whose classification and salary includes supervisory responsibilities.

- (vii) A Boiler Attendant required to attend more than one high pressure boiler shall receive an allowance of \$889.58 per annum.
- (viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department an allowance of \$5.48 per week shall be paid to such staff member.

SCHEDULE C - ALLOWANCES

Staff members shall be paid the following amounts when working in situations where the conditions encountered are not normally encountered by staff members of that classification:

- (i) Cold Places - Staff members working in places where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid .83 cents per hour extra. Where the work continues for more than two hours, staff members shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
- (ii) Confined Spaces - Staff members working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid \$1.02 per hour extra.
- (iii) Dirty Work - Work which a supervisor and staff member 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 of 83 cents per hour above the rate prescribed by this award.
- (iv) Height Money - Staff members working at a height of 7.5 metres from the ground, deck, floor or water shall be paid 83 cents per hour extra and 26 cents per hour extra for every additional 3 metres. Height shall be calculated where it is necessary for the staff member 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 a staff member from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to staff members working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*.
- (v) Hot Places - Staff members 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 83 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius such staff members shall be paid \$1.01 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, staff members 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 staff members who claim the extra rate.

(vi)

- (a) Insulation Material - Staff members working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid .68 cents per hour extra, or, if the insulating material be silicate, \$1.01 per hour extra, whether they are actually handling such material or not; provided that such insulation material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- (b) Asbestos - A staff member required to work with any materials containing asbestos or to work in close proximity to staff members 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 staff members shall be paid 83 cents per hour whilst so engaged.

(vii) Wet Places -

(a)

- (1) A staff member working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid 83 cent per hour extra; provided that this extra rate shall not be payable in respect to a staff member who is provided with suitable and effective protective clothing and/or footwear. A staff member 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 a staff member is required to work in the rain, he/she shall be paid 83 cent per hour extra for the time so worked.

- (b) A staff member called upon to work knee-deep in mud or water shall be paid at the rate of \$6.44 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 a staff member who is provided with suitable protective clothing and/or footwear.

(viii) Acid Furnaces, Stills, etc.- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid \$4.18 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(ix) Depth Money - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid 83 cents per hour.

(x) Swinging Scaffolds -

- (a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid \$5.98 for the first four hours whilst so engaged, thence \$1.20 per hour thereafter.

- (b) An staff member shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require a staff member to raise or lower a bosun's chair or swinging scaffold alone.

(xi) Spray Application - A staff member engaged on all spray applications carried out in other than a properly constructed booth approved by the WorkCover Authority shall be paid 83 cents per hour extra.

(xii) Roof Work - Staff members 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 \$1.01 per hour extra with a minimum payment of \$1.02.

- (xiii) Explosive Powered Tools - Staff members required to use explosive powered tools shall be paid cents per hour extra with a minimum payment of \$1.91 per day.
- (xiv) Toxic and Obnoxious Substances -
 - (a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid \$1.01 per hour extra.
 - (b) In addition, staff members applying such material in buildings which are normally air-conditioned shall be paid 70 cents per hour extra for any time worked when the air-conditioning plant is not operating.
 - (c) 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 Department.
 - (d) Staff members working in close proximity to staff members so engaged shall be paid 83 cents per hour extra.
 - (e) 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.
- (xv) 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.
- (xvi) 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.

SCHEDULE D

Salary Arrangements of Existing Staff Members, Services Support Officers at 19/4/99

	Rate as at 1.7.18 Per annum \$
Outdoor Attendant (Other) 11th year and thereafter. Current incumbents only.	51,357

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES AGEING, DISABILITY AND HOME CARE -
NSW DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
(COMMUNITY LIVING AWARD) 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 2018/222410)

Before Commissioner Stanton

25 July 2018

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Hours
6.	Roster of Hours
7.	Part-time Staff Members
8.	Casual Employees
9.	Temporary Employees
10.	Overtime
11.	Sleepovers
12.	Penalty Rates for Shift Work and Weekend Work and Special Working Conditions
13.	Meals
14.	Recreation Leave
15.	Public Holidays
16.	Paid Special Sick Leave
17.	Paid Union Leave
18.	Payment and Particulars of Salary
19.	Accommodation and Amenities
20.	Uniforms and Protective Clothing
21.	Dispute Resolution Procedures
22.	Anti-Discrimination
23.	Association Representatives
24.	Notice Board
25.	Medical Examinations
26.	Deduction of Union Membership Fees
27.	Mobility of Staff
28.	General Conditions
29.	Extra Claims
30.	Area Incidence and Duration

PART B

Schedule 1 - Rates of Pay

Schedule 2 - Transitional Arrangements
Schedule 3 - Allowances
Schedule 4 - Rostering Principles

2. Definitions

"Act" means the *Government Sector Employment Act 2013* and its Regulations and any replacement Act and Regulations.

"ADHC" means Ageing, Disability and Home Care of the Department of Family and Community Services.

"Allocated day off" (ADO) means a day off in a roster cycle at a time operationally convenient as provided in clause 4.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

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

"Casual employee" means any employee engaged in terms of Chapter 2, Part 2.6, Casual Employees, of the Act and any guidelines issued thereof or as amended from time to time.

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

"Department" means Ageing, Disability and Home Care of the Department of Family and Community Services

"Department Head" means the Secretary of the Department of Family and Community Services

"Disability Support Worker" means a person appointed to the position of Disability Support Worker who is employed to assist and support clients in group homes, centre-based respite units and in-home support services.

"Employee" means an officer, staff member or casual employee unless otherwise specified.

"Part-time staff member" means a staff member whose contract hours are less than the full-time hours specified in this Award.

"Public Holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Shift worker" means a staff member who is not a day worker.

"Team Leader" means a person appointed to the position of Team Leader.

"Staff member" means an officer or temporary employee as defined in the Act and, unless otherwise specified in this Award, includes both full-time and part-time staff.

"Unit" means a group home, respite centre or in-home support service.

3. Salaries

(1) Rates of Pay

- (i) Rates of pay and allowances payable to staff members covered under this Award shall be those specified in Schedule 1 - Rates of Pay.

(2) Disability Support Workers (DSWs)

- (i) The salary range for employees is that contained in Schedule 1 - Rates of Pay.
- (ii) From the date of effect of this Award new appointments of staff members to DSW will be to an appropriate year in the scale based on years of equivalent full time service providing direct care services within an accommodation setting to clients with a disability.
- (iii) Casual DSW employees will be paid at an appropriate year in the scale based on hours and years of equivalent full time service providing direct care services within an accommodation setting to clients with a disability. Each year of service requires the completion of 12 months calendar service and 1982 hours.
- (iv) Employees who possess a Certificate III Disability, or higher qualification acceptable to ADHC, will be paid at not less than the rate applicable to the 4th year of service.
- (v) Confirmation of permanent appointment to a DSW position is subject to completion of a workplace induction program.
- (vi) Other than accelerated progression arising from subclause (iv) above, staff members progress through the DSW salary range by way of annual increments subject to satisfactory performance and conduct of services in accordance with the Government Sector Employment Regulation 2013.
- (vii) The transitional arrangements for employees at the effective date of the Award in the classifications of Residential Support Worker Level 1/2 to the Disability Support Worker salary range, are contained at Part B, Schedule 2, of this Award.

(3) Team Leader

- (i) The salary rates for Team Leaders are contained at
- (ii) The rates of pay on Part B for Team Leader One Unit are inclusive of three afternoon, two evening and one weekend penalty shift every 28 day roster period. The Team Leader will not be required to work this precise configuration of penalty and weekend shifts in any 28 day period. The actual work requirements will be determined by operational needs.
- (iii) Appointment as a Team Leader will be subject to a competitive merit selection process to a vacant Team Leader position designated as such.
- (iv) An appointee to a position of Team Leader requires possession of Certificate IV Disability, or equivalent qualification, and Certificate IV Frontline Management, or equivalent qualification.
- (v) A staff member may be appointed as a Team Leader where they do not possess the Team Leader qualifications, but they must obtain the qualifications within 12 months of date of appointment.
- (vi) Where other than an existing permanent officer is appointed to a Team Leader position and that appointee does not possess the Team Leader qualifications prior to appointment, confirmation of appointment may only occur after the person has obtained the Team Leader qualifications.
- (vii) ADHC will determine the location and number of Team Leader positions on the usual basis of 1 Team Leader per unit. However ADHC will consult with the PSA for proposals of jointly managed units as they arise.

(4) Community Support Worker, Community Worker and Community Consultant

- (i) ADHC will consult with the PSA if proposed to establish any new positions in community based services.

- (ii) A Community Support Worker implements client plans which encourage independent living, social and vocational skills training, community access support, and leisure, recreation and adult education in consultation with other professional staff and Community Workers. There are no qualification requirements for appointment to this position.
- (iii) A Community Worker provides client services and develops client programs to encourage independent living and social, vocational, leisure and recreation skills training and community access support in a team setting.
- (iv) A Community Worker is required to possess, a minimum of an Associate Diploma acceptable to ADHC requiring a minimum of two years full-time study or equivalent part-time study thereof from a recognised University or College of TAFE. They shall be appointed on the 1st year of the salary range for Community Worker and shall progress to the 8th year by annual increments subject to satisfactory conduct and services.
- (v) A Community Worker who possesses a Degree qualification acceptable to ADHC requiring a minimum of three years full-time study or equivalent part-time study thereof, shall be appointed on the 3rd year of the salary range for Community Worker and shall progress to the 8th year by annual increments subject to satisfactory conduct and services.
- (vi) A Community Consultant provides direct intervention and case management for clients with complex needs including the development, co-ordination and supervision of client programs that include behaviour intervention, independent social and vocational skills training and provides clients with community access support in a multi-disciplinary team setting.
- (vii) A Community Consultant must possess a Degree qualification or higher acceptable to ADHC requiring a minimum of four years full-time study or equivalent part-time study thereof. They shall be appointed on the 1st year of the salary range for Community Consultant and progress to the 5th year by way of annual increments subject to satisfactory conduct and services.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

- (i) permanent full-time and part-time employees;
- (ii) temporary employees, subject to the Department or agency's convenience; and
- (iii) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7

4.2 For the purposes of this clause:

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

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

- (i) a benefit or benefits selected from those approved by the Department Head; and

- (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement
- 4.6 Except in accordance with subclause 4.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department Head at the time of signing the Salary Packaging Agreement.
- 4.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (9) of this clause, the employee's Department or agency 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 or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
 - (i) Subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to

the rate of pay which would have applied to the employee under clause 3, Salaries of this Award if the Salary Packaging Agreement had not been entered into.

- 4.12 The Department Head may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Department Head will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement

5. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence at or after 6:00am and before 10.00am.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week. Each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.
- (iv) The hours of work prescribed in subclauses (i) - (iii), shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work their ordinary hours of work on not more than 19 days in each cycle.
- (v) The hours worked on each day shall be arranged to include a proportion of one hour which shall accumulate towards the staff members allocated day off (ADO) duty on pay. Such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten hour shift worked.
- (vi) Each full-time staff member shall be entitled to 12 ADOs per annum.
- (vii) The staff member's ADO prescribed in subclause (v) shall be determined having regard to the needs of ADHC. Where practicable, the ADO is to be consecutive with the rostered days off duty prescribed by subclause (iii).
- (viii) Once set, the ADO may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist, and the ADO 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.
- (ix) There shall be no accrual of credit towards a ADO for ordinary annual leave taken in accordance with clause 14, Recreation Leave. However, where a staff member has accumulated sufficient time to take their ADO prior to entering on recreation leave, and that day would have been taken if the staff member had not gone on recreation leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.
- (x) Where a staff member has not accumulated sufficient time for an ADO prior to entering on recreation leave, time in credit shall count towards the next ADO falling in sequence after the staff member has returned to duty.
- (xi) A staff member shall continue to accumulate credit toward their ADO whilst on sick leave. Where a staff member's ADO falls during a period of sick leave, the staff member's available sick leave shall not be debited for that day.

- (xii) Where a staff member's ADO falls during a period of workers' compensation, the staff member, on returning to duty, shall be given the next ADO in sequence.
- (xiii) Where a staff member's ADO falls on a public holiday as prescribed by clause 15, Public Holidays, the next working day shall be taken in lieu thereof.
- (xiv) All time between the rostered starting and ceasing times each day shall be paid for as working time, except for one unpaid meal break of no less than 30 minutes and no more than one hour.
- (xv) A period of 20 minutes shall be allowed to staff members for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption of service.
- (xvi) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.

6. Roster of Hours

- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working day in the roster. Provided that this provision shall not make it obligatory for ADHC to display any roster of ordinary hours of work of a member of the relieving staff.
- (iii) A roster may be altered at any time to enable the operation of the service to be carried on where another staff member is absent from duty on account of illness or in an emergency, but where any such alteration involves a full-time staff member working on a day which would have been their ADO such time worked shall be paid at overtime rates.
- (iv) Where a change in roster occurs with less than 24 hours notice to the staff member affected, all time worked outside that shown on the staff member's roster (prior to the alteration) shall be paid for at overtime rates.
- (v) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced into any service or section thereof, until such time as the proposals relating thereto are conveyed to ADHC for its approval and the opportunity has been given to the Association to discuss the matter with ADHC and the service concerned.
- (vi) The ADOs in accordance with clause 5, Hours, are to be shown on the roster of hours for each staff member.
- (vii) Any change in the displayed roster must be notified verbally or in writing to the staff member concerned and shown on the operational roster.
- (viii) The working of more than seven consecutive shifts by staff members is prohibited, except where a staff member makes a special request, which is agreed by ADHC.
- (ix) Rosters shall be developed and implemented in accordance with the 'Rostering Principles' at Schedule 4

7. Part-Time Staff Members

- (1) Types of Part-time Engagement
 - (i) A staff member may work on a part-time basis by way of;
 - (a) Part-time Employment Contract: Contract of employment for less than full-time hours; or

- (b) Part-time Leave Without Pay: Approved application to work less than full-time hours by way of a grant of leave without pay each week or fortnight; or
 - (c) Part-time Loading: Grand Parented salary arrangement.
- (ii) The specified number of hours for a part-time staff member may be balanced over a week or fortnight, provided that the part-time contract hours shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for in this Award.
 - (iii) There shall be no interruption to the continuity of employment of a part-time staff member merely by reason of a staff member working on a 'week on, week off' basis in accordance with this subclause.
- (2) Part-time Employment Contract
- (i) A part-time staff member is one who is contracted to work a specified number of hours per week which are less than full-time hours.
 - (ii) Part-time staff members shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this Award with a minimum three hours for each start.
 - (iii) 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 is contracted to work.
 - (iv) 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.
 - (v) ADHC may request, but not require, a part-time staff member to work additional hours.
 - (vi) Except where payment of overtime is provided for under clause 10, for any time worked in excess of the staff member's ordinary contracted hours and up to 76 hours in a fortnight, a part-time staff member is be paid at their hourly rate plus a loading of 4/48ths in lieu of recreation leave.
- (3) Part-time Leave Without Pay
- (i) A staff member engaged on a full-time basis may apply to take leave without pay on a part-time basis in accordance with clause 72 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
 - (ii) A staff member working part-time by way of leave without pay is entitled to a minimum three hours for each start.
 - (iii) The conditions of employment for a staff member engaged on a part-time basis by way of part-time leave without pay are those provided for in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, *Government Sector Employment Act 2013* and Regulations.
- (4) Part-time Loading (Grand Parented Salary Arrangement)
- (i) Subclauses (1), (2) and (3) above do not apply to part-time employees in receipt of a 15% part-time loading under a grand parented salary arrangement. The following applies to these employees;
 - (a) Persons employed on a part-time basis may be employed for not less than eight or more than 32 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. Employees shall not be engaged for less than three hours for each start.

- (b) In an emergency, part-time workers may be allowed to work more than 32 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with paragraph (a) of this subclause.
- (c) A part-time worker called up to work in an emergency on their rostered day(s) off shall be entitled to a minimum payment of three hours at the appropriate rate calculated in accordance with paragraph (a) of this sub-clause whether required for the full three hours or not.
- (d) With respect to employees employed on a part-time basis under this subclause, the provisions of subclauses (v) - (xiii) of clause 5, Hours, clause 10, Overtime, paragraph (ii) of clause 14, Recreation Leave and subclauses (i) - (ii) of clause 15, Public Holidays, shall not apply.

8. Casual Employees

(1) Engagement of Casual Employees

- (i) A casual employee may be employed subject to the usual basis of employment of staff in the Department being that of an officer.
- (ii) A casual employee may only be engaged in the following circumstances
 - On a relief basis to fill irregular or intermittent vacancies; or
 - To carry out work on a short-term basis; or
 - To carry out urgent work or in an emergency.
- (iii) Casual employees can be included in operational rosters but employment for fixed or regular hours for a single period in excess of 4 weeks would in most instances be as a temporary employee.
- (iv) A casual employees' contract of employment may be terminated for any reason by giving of three hours' notice by either the employee or ADHC.

(2) Hours of Work

- (i) A casual employee is engaged and paid on an hourly basis.
- (ii) A casual employee will be paid for a minimum of 3 consecutive hours for each engagement.

(3) Rate of Pay

- (i) A casual employee shall be paid on an hourly basis of one thirty-eighth of the appropriate salary rate prescribed in this Award, plus 15% casual loading thereof.
- (ii) A casual employee shall be entitled to the shift allowances prescribed in clause 11 Penalty Rates for Shift Work and Weekend Work and Special Working Conditions. Such employees shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm Monday to Friday inclusive.
- (iii) Casual employees in receipt of penalty rates for working midnight Friday to midnight Sunday and Public Holidays, shall receive those penalty rates in lieu of the 15% casual loading.

- (iv) On termination, a casual employee shall also receive 4/48ths of ordinary earnings in lieu of recreation leave.
 - (v) A casual employee shall be paid overtime in accordance with the provisions of clause 9 of this Award.
- (4) Conditions of Employment
- (i) The following clauses of this Award do not apply to casual employees
 - Subclauses (v) to (xi) of clause 5, Hours
 - Clause 6, Roster of Hours
 - Clause 14, Recreation Leave
 - Clause 15, Public Holidays
 - Clause 16, Paid Special Sick Leave
 - Clause 17, Paid Union Leave
 - (ii) Casual employees shall be entitled to all other benefits of this Award in the same proportion as their ordinary hours of work bear to full-time hours, unless otherwise specified.
 - (iii) Casual employees are entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
 - (iv) A casual employee shall also receive the following entitlements in accordance with clause 12 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
 - (a) Subclause 12.5, Leave
 - (b) Subclause 12.6, Personal Carers Entitlement for Casual Employees
 - (c) Subclause 12.7, Bereavement Entitlements for Casual Employees
 - (d) Subclause 12.8, Application of other clauses of this Award to Casual Employees
 - (v) Other than as provided for in subclause (iv) above of this Award, clause 12 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall not apply.

9. Temporary Employees

- (i) Temporary employees are those engaged in accordance with section 43 (b) of the Act.
- (ii) Temporary employees are defined as staff members and receive all of the benefits of this Award in the same manner as permanent officers, unless otherwise specified.

10. Overtime

- (1) Rates Payable - All Employees
 - (i) The following rates are payable for overtime worked 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 -
 - (a) Monday - Saturday inclusive: Time and one half for the first two hours and double time thereafter.

- (b) Sunday: Double time.
 - (c) Public Holidays: Double time and one half.
 - (ii) The rate of payment for overtime is to be determined according to the day of the week on which the time is actually worked in accordance with paragraph (i) above.
 - (iii) Subject to paragraph (v) below, an employee may be directed by the Department Head to work overtime.
 - (iv) An employee may refuse to work overtime where the working of overtime would result in the employee working hours which are unreasonable.
 - (v) For the purposes of subclause (iv) above, what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (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.
 - (vi) Where an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, they shall be paid at ordinary rates for the time reasonably spent travelling from the place of work to the officer's home.
- (2) Break Between Work - All Employees
- (i) When overtime is necessary it shall be arranged so that employees have at least eight (8) consecutive hours off duty between work on successive days or shifts.
 - (ii) An employee who has not had at least eight (8) consecutive hours off duty in accordance with paragraph (i) above, shall be released from duty after completion of the overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.
 - (iii) If ADHC directs an employee to resume or continue to work without having had at least eight (8) consecutive hours off duty in accordance with paragraph (i) above, they shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of payment for ordinary working time occurring during such absence.
 - (iv) At cessation of eight (8) hour break prescribed by paragraphs (i) - (iii) above, the employee is required to return to duty for remainder of a rostered shift or, if available, apply for leave to cover the remainder of any rostered hours.
 - (v) Overtime may be worked prior to the commencement of a rostered shift, in which case the break provision prescribed by paragraphs (i) - (iii) shall apply from the cessation of all work continuous with the overtime.

(3) Recall to Duty - Staff Members

- (i) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four (4) hours' work at the appropriate overtime rate for each time they are so recalled.
- (ii) A staff member shall not be required to work the full minimum number of hours prescribed under subclause (i) above, if the job they were recalled to perform is completed within a shorter period.
- (iii) A staff member recalled to duty shall be paid all fares and expenses reasonably incurred as in travelling to and from their place of work.
- (iv) Provided that where a staff member elects to use their own mode of transport, they shall be paid an allowance equivalent to the travelling rate as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

(4) Planned Overtime - All Employees

- (i) Where overtime worked is not continuous with ordinary hours, and/or additional hours in the case of a part-time staff member, and the employee has elected to accept an offer of overtime work with at least 24 hours notice, then the recall to duty provisions in subclause (3) above will not apply.

(5) Payment of Overtime - Full-time Staff Members

- (i) A full-time staff member is to be paid at overtime rates for all time worked;
 - (a) outside the ordinary hours permitted under clause 5, Hours, and/or
 - (b) outside that shown on the staff member's roster (prior to the alteration) where a change in roster occurs with less than 24 hours notice to the affected staff member.

(6) Payment of Overtime - Part-time Staff Members

- (i) A part-time staff member is to be paid at overtime rates for all time worked;
 - (a) longer than the normal rostered shift length for a full-time employee for that shift, and/or
 - (b) in excess of 152 hours in a 28 day roster period, and/or
 - (c) in excess of the hours prescribed for a full-time staff member in clause 5 Hours, and/or
 - (d) outside that shown on the staff member's roster (prior to the alteration) where a change in roster occurs with less than 24 hours notice to the affected staff member.
- (ii) In the case of subclause (i)(a) above, where there is no normal rostered shift length for a full-time staff member for that shift, then overtime is to be paid for all time worked in excess of eight (8) hours in a continuous period.
- (iii) In the case of sub paragraph (i)(b) above, the part-time staff member must be rostered to work a number of ordinary hours and have actually worked additional hours totalling to 152 hours in the roster period prior to becoming eligible to a payment of overtime under this subclause.

(7) Payment for Overtime or Leave in Lieu

- (i) The Department Head 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 this clause.

- (ii) The following provisions shall apply to the leave in lieu:-
 - a. 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.
 - b. The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - c. The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Family Member, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, shall apply.
 - d. 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.
 - e. Leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
 - f. A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

(8) Payment of Overtime - Casual Employees

- (i) A casual employee is to be paid overtime rates for all time worked;
 - a. longer than the normal rostered shift length for a full-time employee for that shift; and / or
 - b. in excess of 152 hours in a 28 day roster period.
- (ii) In the case of subparagraph (i)(a) above, where there is no normal rostered shift length for a full-time staff member for that shift, then overtime is to be paid for all time worked in excess of eight (8) hours in a continuous period.
- (iii) In the case of subparagraph (i)(b) above, the casual employee must work the 152 hours in a roster period prior to becoming eligible to a payment of overtime under this subclause.
- (iv) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in clause 8, Casual Employees.

11. Sleepovers

- (i) "Sleepover" means a continuous period during which an employee is required to sleepover at a unit and be available to deal with any urgent situation, which may arise during the sleepover period.
- (ii) It is expected that an employee performing sleepover work will ordinarily be able to have a reasonable night's sleep. Accordingly such work will not be performed where:
 - (a) The facilities in the home, or
 - (b) The activities or behaviour of the clients residing there are such that an officer could not ordinarily be expected to have a reasonable night's sleep or would be put at risk if sleeping or woken from sleep during a sleepover.

- (iii) ADHC shall take all reasonable steps to enable the employee to have a reasonable night's sleep on the premises. These include:
 - (a) Providing a vacant room, able to be locked by the employee.
 - (b) Ensuring that the room is provided with:
 - a telephone and/or other emergency communication facilities so that assistance may be summoned if required;
 - a bed and other suitable sleeping requirements such as a light and clean linen;
 - an ability to view outside the room when locked without opening the door, including external lighting.
 - (c) Giving the employee access to the facilities within the Unit for the purposes of personal hygiene and the taking of meals, which shall be provided free of charge.
- (iv) An employee shall only perform sleepover work under the following conditions:
 - (a) there is an agreement between the employee and ADHC in regard to the sleepover and the sleepover periods required and except in the case of an emergency, the agreement is made at least one (1) week in advance;
 - (b) a sleepover period shall consist of not more than eight (8) continuous hours;
 - (c) a staff member may be required to undertake sleepover work for no more than eight (8) nights in any period of twenty eight (28) days;
 - (d) the sleepover shall not commence earlier than 10pm and shall not finish later than 7am;
 - (e) no work other than that of an essential nature involving direct care of the clients shall be required to be performed during the sleepover;
 - (f) each period of sleepover work should follow on from an afternoon shift and should not be followed by a day shift the next day.
- (v) An employee performing sleepover work shall be paid:
 - (a) A sleepover allowance equivalent to five (5) hours payment at ordinary rates.
 - (b) In the event that the employee has not received a reasonable night's sleep, the employee shall be paid:
 - (1) If disturbed to perform any necessary work, the work shall be paid at overtime rates in addition to the sleepover allowance.
 - (2) If disturbed by clients on two or more occasions, but not in order to perform any necessary work, the employee shall be paid as for an active night shift, in lieu of the sleepover allowance.
 - (3) If disturbed by clients on two or more occasions to perform any necessary work, the work shall be paid for at overtime rates, with a minimum payment of an amount equal to the rate for an active evening shift, in addition to the sleepover allowance.
- (vi) An employee who is required by ADHC to accompany clients on excursions, etc., which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay. If an employee is required to perform any necessary work during the night, the work shall be paid for at overtime rates.

- (vii) Employees shall comply with ADHC's reasonable requirements in relation to the recording of client's behaviour during sleepover periods. Claims for the additional payments provided under paragraph (v)(b) of this clause may be declined if such records have not been maintained for the particular night.
- (viii) Before sleepover work is introduced at a Unit, ADHC shall assess the suitability of the home and residents for such arrangements. Such arrangement shall be monitored and shall be reviewed, if new clients move into the home or in the event that a client's health or behaviour alters in such a way that concerns arise as to the continuing suitability of sleepover arrangements, or if officers as a result are unable to achieve a reasonable night's sleep during sleepover work. A timely review shall also be conducted if a written request identifying the reason the review is sought is made by staff members performing such work at a unit or by the Association. Whilst such reviews are conducted, sleepover work shall not be performed at the Unit.
- (ix) In the event that a dispute arises as to the suitability of a Unit, group of clients, or employee for sleepover work, the dispute shall be discussed by the parties on an urgent basis, in accordance with the award dispute resolution procedures.

12. Penalty Rates for Shift Work and Weekend Work and Special Working Conditions

- (i) Shift workers working afternoon or evening shift shall be paid the following loadings in addition to the ordinary rate for such shift; provided however, that part-time employees engaged under subparagraph (1)(i)(a) and (c) of clause 7, Part-Time Staff Members, shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Afternoon shift commencing at 10.00am and before 1.00pm - 10 per cent

Afternoon shift commencing at 1.00pm and before 4.00pm - 12.5 per cent

Evening shift commencing at 4.00pm and before 4.00am - 15 per cent

Evening shift commencing at 4.00am and before 6.00am - 10 per cent

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

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

"Afternoon shift" means a shift which commences at or after 10.00am and before 4.00pm.

"Evening shift" means a shift which commences at or after 4.00pm and before 6.00am on the day following.

- (iii) Staff members 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 loadings prescribed in subclause (i) of this clause.
- (iv) Subclause (iii) shall apply to part-time workers engaged under subparagraph (1)(i)(c) of clause 7, but such workers shall be paid the shift allowances under subclause (iii) in lieu of the 15% part-time loading.
- (v) This clause does not apply to staff members employed in the classification of Team Leader. The rate of pay for Team Leader is an all-inclusive rate.
- (vi) 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.

13. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal.
- (ii) In any cases where the Department determines that the needs of the clients are such that employees cannot be permitted to leave the Department's premises during any meal break, unpaid meal breaks will not be provided and any time allowed for the partaking of a meal on the Department's premises shall be regarded as part of the ordinary hours for the shift.
- (iii) Where an employee in the course of their employment partakes of a meal or light refreshment other than routine meals, in company with clients, as part of individual lifestyle plan requirements, the cost of the meal or light refreshment shall be borne by the employer upon the provision of receipts from the staff member.
- (iv) Where an employee is called upon to work any portion of an unpaid meal break, such time shall be paid for at overtime rates.
- (v) An employee required to work overtime following on the completion of their 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.
- (vi) The meals referred to in subclauses (ii), (iii) and (v) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall apply.
- (vii) Where practicable, employees shall not be required to work more than five hours without a meal break.

14. Recreation Leave

- (1) General
 - (i) Except where stated otherwise in this Award, all staff members accrue paid recreation leave at the rate of 20 working days per year.
 - (ii) Part-time staff members shall accrue paid recreation leave on a pro-rata basis in the following manner;
 - (a) Part-time staff members engaged under subparagraphs (1)(i)(a) and (c) of clause 7, will accrue pro-rata recreation leave based on the contracted hours contained in the employment contract.
 - (b) Part-time staff members engaged under subparagraph (1)(i)(b) of clause 7, will accrue pro-rata recreation leave based on the ordinary hours worked.
 - (iii) 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.
 - (iv) Staff members who prior to 30.4.99 were employed in the classification of Senior/Chief/Principal Youth Worker and in receipt of six weeks recreation leave in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, may continue to accrue recreation leave at the rate of six weeks per year.
 - (v) Staff members covered by paragraph (iv) above, may elect to revert to four weeks recreation leave per annum, and therefore receive the provisions of clause 15, Public Holidays. This election may only be made once and such option is not reversible.

- (vi) Staff members covered by paragraph (iv) above, may elect at any time, to cash out any recreation leave accrued in addition to the entitlement under subclause (i) above.
 - (vii) The provisions of subclauses (2), (3) and (4) of this Award are taken from the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. Any variations to that Award in regards to these provisions are to apply and be incorporated into this Award.
- (2) Limits on Accumulation and Direction to take Leave
- (i) At least two (2) weeks consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Department Head in special circumstances.
 - (ii) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
 - (iii) The Department Head 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 ADHC.
 - (iv) The Department Head 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 time convenient to ADHC.
 - (v) A staff member must take their recreation leave to reduce all balance below 8 weeks, and ADHC must cooperate in this process. ADHC may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks
- (3) Conservation of Leave
- (i) If ADHC 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 Department Head shall:-
 - (1) Specify in writing the period of time during which the excess shall be conserved; and
 - (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 weeks' limit.
 - (3) A Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
 - (4) Miscellaneous
 - (i) Recreation leave is to be granted in multiples of 1 hour.
 - (ii) 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).
 - (iii) 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 subparagraph (iv) below.
 - (iv) 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.

- (v) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred in subparagraph (iv) above, shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- (vi) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- (vii) Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (viii) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- (ix) A staff member to whom subparagraph (viii) above 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.

(5) Additional Recreation Leave - Shiftworkers

- (i) Staff members who are rostered to work their ordinary hours on Sundays and/or Public Holidays during a qualifying period of employment for recreation leave purposes shall be entitled to receive additional recreation leave as follows:

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

- (ii) For part-time staff members, the "days" referred to in the above table will be equivalent to pro-rata contracted hours.
- (iii) A staff member may elect to be paid an amount equivalent to the value of their additional recreation leave entitlement accrued under subclause (i). Such election must be in writing and may be made at any time subject to paragraph (iv) below.
- (iv) Additional recreation leave accrued under subclause 15(5) is accrued over at least a 12 month qualifying period and will be credited to the leave balance or paid out, according to the election of the staff member, on anniversary of employment.
- (v) Provided further that on termination of employment, staff members shall be entitled to payment for any untaken recreation leave due under subclause 14(5), together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with clause 14(5).

(6) Annual Leave Loading

- (i) A shift worker, shall be paid whilst on recreation leave their ordinary pay plus shift allowances and weekend penalties relating to an average of shift penalties received by a staff member in a 12 month period prior to commencing on leave. Where a staff member has not worked shift work

for a period of 12 months prior to commencement on leave, then an average of shift penalties paid in the lesser period since date of appointment as a staff member is to apply.

- (ii) Provided that, in relation to subclause (i) above, shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of recreation leave or for days which have been added to recreation leave in accordance with the provisions of clause 15, Public Holidays.
- (iii) Staff members shall be entitled to an annual leave loading of 17.5%, or shift penalties as set out in subclauses (i) and (ii) above, whichever is the greater, on up to four weeks recreation leave for non-shift workers and up to five weeks recreation leave for shift workers.
- (iv) Where staff members receive additional recreation leave under paragraph 14(1)(iv), the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (v) For the calculation of annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (vi) 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:
 - (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. Such leave may be a combination of recreation leave, public holidays, extended leave (long service leave), leave without pay, time off in lieu and rostered day off with pay.
 - (2) If at least two weeks' leave, as set out in paragraph (1) of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
 - (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 (1) of this subclause, is taken.
 - (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.
 - (5) Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

15. Public Holidays

(1) General

- (i) Staff members shall be allowed to have public holidays off on full pay.
- (ii) For the purposes of this clause the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Local Labour Day and any other day duly proclaimed and observed as a public holiday throughout the State of New South Wales.
- (iii) Except as otherwise provided in this subclause, where a staff member is required to and does work on any day of the holidays set out in paragraph (ii) above, whether for a full shift or not, the staff member shall be paid at time and a half extra to the weekly rate for the ordinary rostered hours of duty. 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.

- (iv) Staff members may elect to be paid at half time extra to the weekly rate for the ordinary rostered hours and have the equivalent of the rostered hours added to their period of recreation leave for each public holidays worked in lieu of the payment provided in paragraph (iii) above.
 - (v) Staff members who are rostered off duty on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate or, if the officer so elects,
 - (2) have one day added to their period of recreation leave.
 - (vi) Where a staff member is rostered for a shift that crosses midnight on a public holiday, and the total rostered hours on the public holiday are less than the equivalent of a full shift, for the purposes of paragraph (v) above, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.
 - (vii) Where because of the majority of hours falling on a non-public holiday the shift is regarded as a non-public holiday shift, the staff member shall be deemed to have been rostered off duty on the public holiday and shall be paid in accordance with subclause (v).
 - (viii) The elections referred to in paragraphs (iv) and (v) above, and in this subclause are to be made in writing. Provided that a staff member may at any time change their election and may also elect to cash out any additional recreation leave balance accrued from these elections.
 - (ix) In addition to those public holidays specified in subclause (ii) above, staff members shall be entitled to an extra public holiday each year. Such public holiday will occur on a day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
 - (x) Staff members receive the public holiday in paragraph (ix) above in lieu of any local holiday.
 - (xi) For the purposes of this clause "full pay" shall mean the appropriate rate prescribed for the hours which the staff member would have worked had the day not been a public holiday.
 - (xii) Team Leaders will ordinarily be rostered off duty on public holidays and receive the benefits under paragraph (v) above.
- (2) Six Weeks Base Recreation Leave Staff Members
- (i) Paragraphs in subclause (2) apply to staff members in receipt of six weeks leave.
 - (ii) The provisions of paragraphs (1)(i) - (v) do not apply. However, staff members may receive the additional public holiday in paragraph (1)(ix) and may exercise the elections specified in paragraphs (1) (vi) and (vii) above.
 - (iii) Where a staff member is required and does work on any public holiday, whether for a full shift or not, they shall be paid at half time extra for the ordinary rostered hours of duty.
- (3) Part-time Staff Members
- (i) The provisions of this subclause (3) apply to part-time staff members engaged under subclause 7(2) and
 - (ii) The provisions of subclause (1) do not apply to part-time staff members engaged under subclause 7(4) of this Award and who are in receipt of the 15% part-time loading. However, each staff member engaged under subclause 7(4) who is required to and does work on a public holiday as defined under paragraph (1)(ii) above, shall be paid at the rate of double time and one-half in lieu of the 15% part-time loading.

16. Paid Special Sick Leave

(1) Paid Special Sick Leave

Paid special sick leave shall be granted by the Department if an employee satisfies the following criteria:

- (i) has ten or more years of service
- (ii) has been or will be absent for a period of at least three months; and
- (iii) has exhausted or will exhaust, all sick leave entitlements.

(2) Paid sick leave will be granted in accordance with the following table:

Completed years of service	Number of working days		
	5 day week	6 day week	7 day week
10	22	26	30
20	44	52	60
30	66	78	90
40	88	104	120
50	110	150	150

17. Paid Union Leave

- (i) The provisions for paid Union Leave will be in accordance with Section 5, clauses 53 to 66 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) In addition to the provisions under subclause (i) above, members of the Association, who are accredited by the Association as Association delegates, shall be entitled to apply for paid special leave for attendance at Association delegates' meetings.

18. Payment and Particulars of Salary

- (i) Wages shall be paid fortnightly; provided that, for the purpose of adjustments of wages related to alterations in the basic wage, from time to time affective, the pay period shall be deemed to be fortnightly. On each payday the pay shall be made up to a date not more than three days prior to the day of payment and shall include all payments due to the staff member for that particular pay period.
- (ii) Staff members shall have their salary paid into a bank or other financial institution in New South Wales, as nominated by the staff member. Salaries shall be deposited by ADHC in sufficient time to ensure that salaries are available for withdrawal by staff members by no later than pay day.
- (iii) Staff members proceeding on long service leave, extended leave and recreation leave, shall on request, be paid in advance prior to commencing such leave. However, where a staff member wishes to receive their pay on their usual pay day, this shall be done.
- (iv) Notwithstanding the provisions of subclause (ii) above, a staff member should be paid all monies due to them by ADHC within 48 hours of ceasing duty on the last day of employment.
- (v) On each pay day a staff member, 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 ordinary hours, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (vi) Where retrospective adjustments of wages are paid to staff members, such payments, where practicable, 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 (v) above.

19. Accommodation and Amenities

- (i) Suitable dining areas, lavatory and washing facilities and lockable facilities for staff members personal belongings shall be made available in all Departmental facilities.
- (ii) In all units, hot and cold showers and conveniences shall also be available for staff members.
- (iii) Where major additions to presently occupied buildings or new buildings are erected, the amenities to be available in such additions or new buildings shall be the subject of negotiations between the parties.

20. Uniforms and Protective Clothing

- (i) Staff members shall not be required to wear a uniform or any part thereof. Therefore, no allowance in lieu of the supply of uniforms shall be payable.
- (ii) Where the nature of the duties to be performed so warrants, suitable protective outer garments shall be available for the use of staff members.

21. Dispute Resolution Procedures

- (i) All grievances and disputes relating to the provisions of the 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 ADHC, if required.
- (ii) 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.
- (iii) 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 Department Head or delegate.
- (iv) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) 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 working days, or as soon as practicable. The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Regional Manager or Branch Head.
- (vi) The Regional Manager or Branch Head may refer the matter to ADHC's Human Resources or Employment Relations Branch for consideration.
- (vii) If the matter remains unresolved, ADHC 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.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The staff member, union and ADHC shall agree to be bound by any order or determination by the Industrial Relations Commission in relation to the dispute.

- (xi) Whilst the procedures outlined in subclauses (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving 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.

22. 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 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."

23. Association Representative

- (i) An officer appointed Association representative shall, upon notification thereof in writing to ADHC, be recognised as the accredited representative of the Association and shall be allowed the necessary time, during working hours, to interview ADHC and staff members on matters affecting staff members.

24. Notice Board

- (i) ADHC shall provide and erect a notice board of reasonable dimensions in each unit, to be erected in a prominent position and upon which the Association representative shall be able to post Association notices.

25. Medical Examinations

- (i) Staff members 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 ADHC.

26. Deduction of Union Membership Fees

- (i) The union shall provide ADHC with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise ADHC of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, ADHC shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised ADHC to make such deductions.
- (iv) Monies so deducted from staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile the credit subscriptions to staff member's union membership accounts.
- (v) Unless other arrangements are agreed to by ADHC and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where a staff member 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 staff member to make a fresh authorisation in order for such deductions to continue.

27. Mobility of Staff

- (i) All staff members are recruited to a District, not a unit. The movement of staff members within the District will occur in a reasonable manner.
- (ii) Staff may be rotated through shifts at various units for the following purposes where practicable:
 - For staff and workforce development, including unit induction;
 - To meet client support needs;
 - To address Work Health and Safety issues or injury management obligations;
 - When a staff member has identified a desire to work in another unit; or
 - To support workforce requirements including the filling of long term vacancies.
- (iii) Staff will not be asked to work a shift in another unit:
 - Without reasonable notice; or
 - If the distance the staff member is required to travel is unreasonable having regard to the individual's circumstances
- (iv) Where possible, all transfers will be undertaken on a voluntary basis.
- (v) Where an involuntary transfer is necessary, consultation with the PSA will be undertaken prior to the transfer being affected.
- (vi) For the purposes of this clause, no transfer will be used as a punitive measure.

28. General Conditions of Employment

- (i) It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, *Government Sector Employment Act 2013* and the Government Sector Employment Regulation 2013.

29. 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 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.

30. Area, Incidence and Duration

This Award applies to staff members and casual employees who are employed by ADHC in a classification listed in Schedule 1 of this Award, and defined in clause 2 of this Award, who come within the constitutional coverage of the Association.

This award replaces the Crown Employees Ageing, Disability and Home Care - Department of Human Services NSW (Community Living Award) 2015 Award published 15 January 2016 (378 I.G. 1542) and all variations thereof.

This Award remains in force until varied or rescinded.

PART B

SCHEDULE 1 - RATES OF PAY

Level	Year	Effective from 1.7.18 Per Annum 2.5% \$
Disability Support Worker	1	53,628
	2	54,572
	3	56,001
	4	57,089
	5	58,168
	6	59,770
	7	60,808
	8	61,877
	9	63,950
	10	66,028
Team Leader* One Unit	1	94,782
	2	96,685
Team Leader* Two Units	1	97,616
	2	99,554
Community Support Worker	1	53,628
	2	54,572
	3	56,001
	4	57,089
	5	58,168

Community Worker	1	58,168
	2	59,770
	3	61,877
	4	65,464
	5	68,508
	6	71,936
	7	75,736
	8	79,380
Community Consultant	1	76,581
	2	80,398
	3	83,403
	4	86,720
	5	91,072

Table 1

SCHEDULE 2 - TRANSITIONAL ARRANGEMENTS

Transitional Arrangements for Residential Support Workers Level 2 with 12 months or more service at their current rate of pay who were prevented from further annual increments due to qualification requirements under previous award provisions.

Classification and Grades	1.7.18 Per annum 2.50% \$
Residential Support Worker Level 2	
Year 1	57,071
Year 2	58,168
Year 3	59,770
Year 4	60,808
Year 5	61,877
Year 6	63,950
Disability Support Worker	
Year 5	58,168
Year 6	59,770
Year 7	60,808
Year 8	61,877
Year 9	63,950
Year 10	66,028

SCHEDULE 3 - ALLOWANCES

Allowances	1.7.18 Per annum 2.50% \$
(i) An officer who is required by the Department to accompany clients on excursions, etc., which necessitate overnight stays shall be paid in allowance equivalent to eight hours at ordinary rates for each overnight stay	
(ii) An officer who is nominated to supervise a team in a community based service, other than in a residential setting, shall be paid a Team Leader Allowance as follows	
No of staff Supervised 5 to 10	4,122
No of staff Supervised 11 to 25	6,882
No of staff supervised 26 to 40	9,646
No of staff Supervised 40 +	11,004

SCHEDULE 4 - ROSTERING PRINCIPLES

(1) Statement of Intent

These principles are to be adopted by Regions in rostering Disability Support Workers and Team Leaders within Ageing, Disability and Home Care (ADHC). They are to be read in conjunction with the Crown Employees Ageing, Disability and Home Care - Department of Human Services NSW (Community Living Award) 2016 (hereafter referred to as the Award).

ADHC is responsible for the delivery of client services in the accommodation and respite business stream. In determining rostering requirements line managers must have regard to the identified client needs requiring staff support, OH&S obligations, management of risk and the allocated budget.

This document set outs the principles to be applied in the rostering of staff in line with the Award provisions.

(2) Award and General Parameters

- (i) Rosters must meet the needs of ADHC and its clients. In this context ADHC is committed to maximising the flexibility available to employees to balance their work and personal/family obligations.
- (ii) Requests for roster changes due to personal/family obligations should be given favourable consideration where the request can be practicably and reasonably facilitated. So far as possible, reasonable notice should be provided by the employee. In this context Team Leaders need to consider NSW Government policy and legislative requirements regarding accommodating personal and family obligations, and may need to balance competing and/or conflicting requests from staff. The Business link Human Resources section in each Region are available to provide advice to Team Leaders when making rostering decisions.
- (iii) Shifts may be swapped by mutual agreement with the prior approval of the Team Leader.
- (iv) The requirements of clause 5, Hours and clause 6, Rosters of Hours, of the Award are to be met. Rosters are to be for a period of 28 calendar days.
- (v) Standard shift lengths for full time employees are 8 or 10 hours.
- (vi) The minimum ordinary hours that may be rostered for permanent/temporary part time or casual employees is 3 hours and ordinary shift lengths will otherwise not exceed normal full time hours.
- (vii) Clause 6, Roster of Hours, of the Award sets out the terms and conditions of payment to staff, including the payment of overtime, where alterations are made to a roster.
- (viii) Where a change in roster occurs within less than 24 hours' notice to the affected staff member all time worked outside that shown on the roster shall be paid at overtime rates.

(3) Master and Operational Rosters

- (i) Master rosters are developed by Team Leaders in consultation with staff and provided to Coordinators Accommodation and Respite for approval.
- (ii) Operational rosters are developed by Team Leaders in consultation with staff.
- (iii) Rosters are not to be used as a mechanism to inappropriately advantage or disadvantage any staff member.
- (iv) The development of master rosters and any changes to them are to be the subject of consultation with all permanent and temporary staff.

- (v) Operational rosters are developed from the master roster in consultation with staff. Operational rosters will reflect deviations from the master roster.
 - (vi) An operational roster may be changed at any time to enable the operation of the service to be carried on. Long term or anticipated changes to client needs will be reflected as a change to the master roster.
 - (vii) Operational rosters are to be displayed two weeks in advance of the rostering commencing.
 - (viii) Any change in the displayed operational roster must be notified verbally and in writing, where practical, to the staff member concerned. In all cases a written record of the decision must be kept. Any change to the operational roster which exceeds the cost of the roster budgeted for that location is subject to approval.
- (4) Needs Based Rostering
- (i) All full-time and part-time employees are employed as shift workers on a 24/7 basis in accordance with the Award subject to any part-time work agreements.
 - (ii) The rostering arrangements should be appropriate to the client needs and the staffs' skills.
 - (iii) All staff should be rostered in a way that:
 - (a) is based on rostering need such as capacity for supervision (informal/formal); ability to perform key worker role; and opportunity to work alongside other colleagues.
 - (b) facilitates their attendance at staff meetings and approved professional development and training. Every endeavour is to be made to ensure all staff can attend staff meetings e.g. the immediately prior rostered night shift to be arranged for a person outside the unit.
 - (iv) All employees who have not previously worked in a ADHC Group Home or Respite Unit where they will be required to work are to receive 3 hours of orientation to the unit or more if necessary. The hours for the orientation are to be supernumery for the employee being inducted into the unit.
- (5) Filling of Vacant Shifts - Where the Vacancy will not Exceed 5 Working Days
- (i) For vacancies not exceeding 5 working days there is usually a need to supplement the workforce as a consequence of:-
 - (a) changing client needs
 - (b) the absence of another employee
 - (c) an emergency.
 - (ii) Vacancies not exceeding 5 working days are to be filled in the following order:
 - (a) Additional hours offered to permanent and/or temporary part-time employees.
 - (b) Engagement of casual employees at ordinary rates i.e. not overtime work.
 - (c) Overtime.
 - (d) Agency staff.
 - (iii) In the filling of vacancies not exceeding 5 working days regions should explore options for using existing staff from within the cluster and also within region.

- (iv) Provided that in making the offer of additional, casual or overtime hours, the total number of hours which will be worked by the employee in the fortnight period is taken into account. This is necessary to meet OH&S responsibilities in relation to fatigue management. The working of a maximum of 96 hours per fortnight is considered reasonable
 - (v) All employees are expected to take reasonable steps to fill immediate short term vacancies. The filling of all other vacancies will be the responsibility of the line manager responsible for rostering of that Unit.
 - (vi) Disability Support Workers need not seek the approval of the Team Leader or the on-call officer in filling a short-term vacancy, provided that the offer of hours or work is line with these principles and follows the order set out in (ii) above. However, in emergency situations, particularly in instances where the immediate health and safety of a client or employee is seriously at risk and the Team Leader is not rostered to work, employees may directly contact employees to attend work in the absence of an approval from a manager to do so. Contact is to be made with the line manager responsible for rostering of that Unit as soon as practicable after the engagement has been made.
- (6) Filling of Vacant Shifts - Vacancies Exceeding 5 Days
- (i) Where it is known in advance that there will be a vacant line on a roster and the vacancy is not short term, ADHC's preference is to fill the entire line wherever practicable. The order outlined below will be applied in the first instance to the entire vacancy. If it is found that the vacancy cannot be filled by a single staff member, then the vacant shifts will be offered to staff in the following order;
 - (a) Permanent part-time staff to be offered a temporary increase in hours.
 - (b) New temporary contract of employment or variation of contract for existing temporary staff. Where appropriate may also be administered by way of payment of additional hours.
 - (c) Engagement of casual employees at ordinary rates i.e. not overtime work.
 - (d) Overtime.
 - (e) Engagement of agency staff.
 - (ii) The Guidelines for the Engagement of Agency staff in Group Homes and Respite Centres are to be consulted where it is proposed to engage agency staff.
- (7) Dispute Resolution
- (i) In the first instance concerns about rostering should be the subject of discussion between the staff members involved and their immediate supervisor. Team meetings or supervision sessions may be the appropriate forum for these discussions. In the case that the matter remains unresolved, the matter should be raised with the Coordinator Accommodation and Respite who will address the issue if necessary with the Manager, Accommodation and Respite.
 - (ii) ADHC will monitor the application of these principles by Regions through the localised joint consultative committees between ADHC and the PSA. Where issues remain unresolved they may be referred to ADHC's Central Office for assistance.

J.D. STANTON, Commissioner

HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 198658 of 2018)

Before Commissioner Murphy

3 July 2018

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.	Dispute Resolution
10.	No Extra Claims
11.	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, obturators, 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 5, Previous Industry Service, shall affect the right of the Union to apply to the Industrial Commission of New South Wales for the settlement of any dispute arising from the grading of an employee under this award.

9. Dispute Resolution

The dispute settlement procedures contained in the applicable conditions award as outlined in clause 7, Conditions of Service (and as varied or replaced from time to time) shall apply.

10. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 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 9 February 2018 (382 I.G. 248) 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.

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 198646 of 2018)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

PART A

1. Definitions

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

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

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

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

"SPP" - Supervised Practice Program

"Union" means the Health Services Union NSW.

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

"Diagnostic Radiographer" means a person who holds a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds a Statement of Accreditation issued by the Australian Institute of

Radiography. From 1 July 2012 Diagnostic Radiographers are required to hold registration with the MRPB.

MRS (Diagnostic Radiographer) Qualifications:

Bachelor of Medical Radiation Science (Diagnostic Radiography).

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

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

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

LEVEL 1

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

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

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

LEVEL 2 (Years 1 - 5)

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

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

The MRS (Diagnostic Radiographers) at this level:

- Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.
- Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including quality improvement/ assurance programmes, work health and safety issues and radiation safety.
- Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work health and safety issues (e.g. manual handling, infection control, etc.).
- Demonstrates significant ongoing commitment to continuing professional education and actively participates in undergraduate student education and departmental in-service lectures.

LEVEL 3

Grade 1 (Years 1 - 2: Specialist MRS)

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

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 the SPP.

LEVEL 3

Grade 3

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

LEVEL 4

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

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

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 SPP.

LEVEL 4

Grade 2

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

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

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

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

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

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

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

LEVEL 5

Grade 1

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

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

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

Has completed a PhD in a relevant area of specialisation.

LEVEL 5

Grade 2

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

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

LEVEL 5

Grade 3

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

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

LEVEL 6

Grade 1

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

LEVEL 6

Grade 2

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

LEVEL 6

Grade 3

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

NB: FTEs refer to establishment radiographer positions only.

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

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 - SPP MRS (Nuclear Medicine)

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

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

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

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

LEVEL 2 (Years 1 - 5)

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

The MRS (Nuclear Medicine) at this level:

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

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

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

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

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

LEVEL 3

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

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

Essential Criteria

- Undertake relevant workplace academic postgraduate certificate, diploma or higher qualification or other 'relevant' professional qualifications i.e. Ultrasound, BMD, CT (hybrid course); or
- Develop a high level of competency within area/s of specialty with a minimum of 12months (not necessarily continuous) experience in those relevant area/s. Areas of specialty may include: Education, applied computer science (including PACS), paediatrics, clinical supervisor, QA, Radio pharmacy, 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 SPP. This position would also be expected to liaise with the relevant professional bodies (e.g. Mentor program, accreditation, ANZSNM and New South Wales Society of Nuclear Medicine Scientists (NSWSNMS)).

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

LEVEL 3

Grade 3

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

LEVEL 4

Grade 1 (Year 1-2: Section Manager)

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. 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 staff, complaint handling, departmental accreditation, QA (Equip) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6 Grade 1 MRS must perform.

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

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

LEVEL 6

Grade 2 (Chief MRS (Nuclear Medicine))

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

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

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

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

LEVEL 6

Grade 3

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

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

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

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

"MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

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 Supervised Practice Program (SPP).

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

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

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

LEVEL 2 (Years 1 - 5)

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

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

The MRS at this level:

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

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

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

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

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

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

LEVEL 3

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

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

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

Treatment planning and delivery:

- CNS
- Multi-field junctional techniques (3 fields or more)
- Mono isocentric techniques
- Conformal therapy
- Brachytherapy (both treatment and planning)
- Radiosurgery/stereotactic
- Intensity Modulated Radiation Therapy
- Paediatric radiation therapy
- Complex radiation therapy techniques related to specific trials and protocols
- 3-Dimensional Treatment Planning
- Technique development
- Complex mould-room procedures

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

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

- Demonstrate a record of participation in teaching programmes within and/or outside the place of work. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers or the public in a field relevant to Radiation Therapy;
- Demonstrate an ability to supervise and be responsible for other Radiation Therapists;
- Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and
- Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

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

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

LEVEL 3

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

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 1) -

Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

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

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

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

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

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

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

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

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

LEVEL 4

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

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

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

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

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

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

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

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

LEVEL 4

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

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

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

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

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

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

LEVEL 5 (Years 1 - 3)

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

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

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

LEVEL 6 (Years 1 - 3)

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

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

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

2. Salaries

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 2019 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 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 2018.
- (ii) This Award rescinds and replaces the Health Employees' Medical Radiation Scientists (State) Award 2017 published 9 February 2018 (382 IG 258) 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 01/07/2018 2.5% Per Week \$
Level 1			
Year 1	Year 1	Year 1	1,201.90
Level 2			
Year 1	Year 1	Year 1	1,246.80
Year 2	Year 2	Year 2	1,414.30
Year 3	Year 3	Year 3	1,608.30
Year 4	Year 4	Year 4	1,686.50
Year 5	Year 5	Year 5	1,741.00
Level 3			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	1,872.80
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	1,935.30
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	1,989.20
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,207.10
Grade 3 - Year 1	Grade 3 - Year 1	--	2,268.50
Level 4			
Grade 1 - Year 1	Grade 1 - Year 1	Grade 1 - Year 1	2,268.50
Grade 1 - Year 2	Grade 1 - Year 2	Grade 1 - Year 2	2,345.50
Grade 2 - Year 1	Grade 2 - Year 1	Grade 2 - Year 1	2,416.80
Grade 2 - Year 2	Grade 2 - Year 2	Grade 2 - Year 2	2,477.60
Level 5			
Grade 1	Grade 1	Year 1	2,654.40
Grade 2	Grade 2	Year 2	2,720.70

Grade 3	Grade 3	Year 3	2,860.50
Level 6			
Grade 1	Grade 1	Year 1	2,929.90
Grade 2	Grade 2	Year 2	2,998.30
Grade 3	Grade 3	Year 3	3,067.50
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			53.90

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2018/199311)

Before Commissioner Murphy

3 July 2018

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 2019 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 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 2018.
- (ii) This Award rescinds and replaces the Health Employees' Technical (State) Award published 9 February 2018 (382 I.G. 288) 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 01/07/2018 2.5% \$ per week
Electronics Technician	
1st year of service	1,383.44
2nd year of service	1,431.62
3rd year of service	1,479.89
4th year of service	1,573.05
Sole Electronics Technician	1,649.83
Senior Electronics Technician	
1st year of service	1,676.58
2nd year of service	1,703.13
Perfusionist - Grade 1	
1st year	1,686.53
2nd year	1,740.96
Perfusionist - Grade 2	
1st year	1,872.78
2nd year	1,935.29
3rd year	1,989.22
4th year	2,207.13
5th year	2,268.53
6th year	2,345.50
7th year	2,416.85
8th year	2,477.62

Perfusionist - Grade 3	
1st year	2,654.44
2nd year	2,720.65
Perfusionist - Grade 4	
1st year	2,793.94
2nd year	2,860.46
Trainee Visual Aids Officer	
1st year of training	611.20
2nd year of training	687.46
3rd year of training	751.41
4th year of training	823.69
5th year of training	905.48
Trainee Technical Officer	
1st year of training	607.50
2nd year of training	680.60
3rd year of training	769.77
4th year of training	847.66
Technical Officer - Grade 1	
1st year	1,073.06
2nd year	1,099.01
3rd year	1,123.69
4th year	1,150.56
5th year	1,175.46
6th year	1,219.96
7th year	1,259.52
8th year	1,294.47
Technical Officer - Grade 2	
1st year	1,383.44
2nd year	1,431.50
3rd year	1,479.89
4th year	1,573.05
Senior Technical Officer	
1st year	1,649.83
2nd year	1,676.58
3rd year and Thereafter	1,703.13
Dialysis Technician	
1st year	1,285.66
Thereafter	1,324.91
Senior Dialysis Technician	
Grade 1 (Sole Technician)	1,365.71
Grade 2	1,412.24
Visual Aids Officer - General Scale	
1st year	1,013.30
2nd year	1,066.20
3rd year	1,120.11
4th year	1,145.33
5th year	1,172.39
Visual Aids Officer - Grade 1	
Medical Artists, RPA, RNSH (I/C Westmead) (2-I/C POW)	1,286.06

Visual Aids Officer - Grade 2	
Sole Medical Photographer (St. George & Gosford)	1,339.78
Visual Aids Officer - Grade 3	
Chief Medical Photographer - specific hospitals	1,495.05
Visual Aids Officer - Grade 4	
Co-ordinator, Audio Visual Services - Royal North Shore Hospital	1,551.65
Director of Audio Visual Services	
Royal Prince Alfred and Westmead	1,805.95

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2018/198631)

Before Commissioner Murphy

3 July 2018

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 2019 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 9 February 2018 (382 I.G. 472) and all variations thereof.
- (ii) This Award takes effect from 1 July 2018 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 2018.
- (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 01/07/2018 2.5% \$ per annum
Medical Physics Registrar	
Year 1	68,864
Year 2	76,516
Year 3	84,172
Year 4	91,828
Year 5	99,466

Medical Physics Specialist	
Year 1	114,777
Year 2	130,085
Year 3	145,378
Year 4	160,687
Year 5	175,983
Senior Medical Physics Specialist	
Year 1	183,639
Year 2	191,294
Year 3	198,948
Year 4	206,601
Principal Medical Physics Specialist	
Year 1	214,241
Director Medical Physics Specialist	
Level 1	214,241
Level 2	224,967
Level 3	237,204

Table 2 - Salary Rates for Non-Accredited Medical Physicists

Year of Service/Level	Rates from 01/07/2018 2.5% \$ per annum
Medical Physics Registrar	
Year 1	68,864
Year 2	76,516
Year 3	84,172
Year 4	91,828
Year 5	99,466
Medical Physics Specialist (-10%) *	
Year 1	103,297
Year 2	117,076
Year 3	130,840
Year 4	144,618
Year 5	158,383
Senior Medical Physics Specialist (-4%) #	
Year 1	176,293
Year 2	183,641
Year 3	190,988
Year 4	198,335
Principal Medical Physics Specialist (-3%) ≠	
Year 1	207,813
Director Medical Physics Specialist (-3%) ≠	
Level 1	207,813
Level 2	218,218
Level 3	230,089
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, subclause 3 (i) applies.
- (v) In the case of Medical Physicists employed prior to this Award as Hospital Scientist Years 1 to 6, such Medical Physicists are to transfer to rates for Medical Physics Registrars as shown in Part C, Transition Table. Such Medical Physicists are not Registrars in the context of this Award, and can progress through either the accredited and non-accredited scales according to the appropriate criteria, and their accreditation status.

Transition Table from Hospital Scientists' Scale to New Structure

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

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

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 199506 of 2018)

Before Commissioner Murphy

3 July 2018

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

Clause No.	Subject Matter
1	Definitions
2	Salaries
3	Grading Committee
4	Annual Leave
5	Sick Leave
6	Maternity, Adoption and Parental Leave
6A	Lactation Breaks
7	Public Holidays
8	Long Service Leave
9	Higher Grade Duty
10	Payment and Particulars of Salaries
11	Settlement of Disputes
12	Anti-Discrimination
13	Mobility, Excess Fares and Travelling
14	Family and Community Services Leave and Personal/Carer's Leave
14A	Family Violence Leave
15	Labour Flexibility
16	Termination of Employment
17	Salary Packaging
18	Reasonable Hours
19	Salary Sacrifice to Superannuation
20	No Extra Claims
21	Area, Incidence and Duration

PART A**1. Definitions**

"Secretary" means the Secretary of the Ministry of Health.

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

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

"Higher Medical Qualification" means such qualification obtained by a medical practitioner subsequent to graduation and includes:

- (a) post-graduate University degrees and diplomas recognised by the Medical Board of Australia as qualifications; or
- (b) membership or fellowship of the Royal College or Royal Australian College of Physicians or Fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists; or Fellowship of the Australian College of Medical Administrators;
- (c) such other post-graduate qualification recognised by the Medical Board of Australia and acceptable to the Ministry of Health.

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

"Officer" means a person who is a registered medical practitioner and who is employed as a Chief Executive Officer, Deputy Chief Executive Officer, Medical Superintendent, Deputy Medical Superintendent, Assistant Medical Superintendent or Clinical Superintendent in a position as such by the employer.

"Service" unless the context otherwise indicates or requires, means service before or and/or after the commencement of this Award with the employer.

"Union" means the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

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

2. Salaries

Salaries for Medical Superintendents shall be as set out in the Health Professional and Medical Salaries (State) Award.

3. Grading Committee

A Committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the Industrial Commission of New South Wales upon application by the Union or the employer:

- (i) The grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and
- (ii) the date of the effect of the grading recommended. Provided that -
 - (a) an officer shall, whilst the grading of his/her 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.

4. Annual Leave

- (i) Annual leave shall accrue at the rate of five calendar weeks per annum.
- (ii) Annual leave shall not accrue beyond ten calendar weeks without the approval of the employer.

- (iii) Such annual leave shall be taken by officers at mutually convenient times as arranged with the employer.
- (iv) The employer shall pay each officer in advance before the commencement of any period of annual leave his ordinary pay for the period of the leave.
- (v) Where any special or public holiday for which the officer is entitled to payment under this Award or under any Act or under his contract of employment occurs during any period of annual leave taken by an officer, the holiday shall not be reckoned as a deduction from the officer's annual leave entitlement.
- (vi) Annual leave for a period of accrual of less than twelve months shall accrue on a proportionate basis at the rate of five calendar weeks per annum.
- (vii) Where the employment of an officer who has become entitled to a period of annual leave is terminated or the officer resigns, the due period of annual leave shall be deemed to be taken from the date of termination or resignation and the employer shall forthwith pay to the officer, in addition to all other amounts due to him, his ordinary pay for the period of annual leave.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Ministry of Health.

- (viii) The provisions of subclause (i) above entitle Medical Superintendents to paid annual leave additional to that available under clause 3(1)(b) of the *Annual Holidays Act 1944*, which is four weeks paid leave per annum. A Medical Superintendent entitled to such additional paid annual leave can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, 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.

5. Sick Leave

An officer shall be entitled to ten days per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:

- (a) The employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the employer or may require other satisfactory evidence thereof.
- (b) An officer shall not be entitled to sick leave until after three months' continuous service.
- (c) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay or workers' compensation.

Provided, however, that where an officer is not in receipt of accident pay, the employer shall pay to an officer, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (d) For the purpose of this clause "service" means service in any of the positions covered by this Award provided that any person who was employed by the employer immediately prior to becoming an officer in any position covered by this Award shall be entitled to add to his or her service under this Award the service that he or she has had under any other Award or agreement covering his/her employment with the employer; provided that officers who are employed at the date of commencement of this Award shall retain to their credit until exhausted, any accumulation of sick leave to their credit immediately prior to such date; and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.

- (e) The employer shall not terminate the services of an employee, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that an employee is fit to continue in employment and the employee refuses to resume duty.

If a dispute arises as to whether an employee is fit to continue in employment, such dispute shall be referred to a Disputes Committee.

6. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

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

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

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

(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 subparagraph (iv)(a) of subclause A, of this clause or subparagraph (i)(b) of subclause 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 subparagraph (i)(c) of subclause 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 subparagraph (i)(c) of subclause 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 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 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

(iv) Applications

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

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

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

(v) Variation after Commencement of Leave -

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

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

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

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

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subparagraphs (i)(b) and (i)(c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under subparagraph (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 paragraph (i).

NOTE:

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

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

the employee or employee's spouse is pregnant; or

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

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of subclause D, Right to Request and subclause 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.

6A. 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.

7. Public Holidays

No deduction shall be made from the salary of an officer for any public or statutory holidays on which he/she is not required to work. For the purpose of this clause, the following shall be deemed public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and such other public holidays as may be proclaimed throughout the State of New South Wales or for any district therein which an officer is employed.

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

- (ii) For the purposes of subclause (i) of this clause:
 - (a) service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service shall be determined in accordance with the provisions of Section 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 in one or more hospitals shall count as service subject to the following:
 - (1) where an officer, after ceasing employment with the employer is re-employed by the employer subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
 - (2) an officer employed in a hospital at the 1st July 1974, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.
 - (c) Service shall not include -
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July 1974;
 - (2) any period of part-time service, except permanent part-time service.
- (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/her leave entitlement in accordance with 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 service and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

9. Higher Grade Duty

An officer who is called upon to relieve continuously in a higher classification for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be entitled to receive the minimum salary of such higher classification for all such periods of relief.

10. Payment and Particulars of Salary

- (i) All salaries and other payments shall be paid fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) 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.

11. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the Head Office of the Union. The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively with such recommendation as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.

- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

12. 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.

13. Mobility, Excess Fares and Travelling

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

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

- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by 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 Ministry of Health which will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).

(iv)

- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
- (b) If a reliever incurs fares in excess of *\$5 per day in travelling to and from the relief site, the excess shall be reimbursed.
- (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of *\$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award, less *\$5.

This \$5 shall be reviewed annually by the employer.

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

14. 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 take 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 section (i)(a) of Paragraph 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 subparagraph (i) of paragraph 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 section (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 subparagraph(i) of paragraph B, of this clause.
- (iv) Use of make-up time

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.

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 section (i)(a) of paragraph A, of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in sections (ii)(e) - (h) of paragraph 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 subparagraph (i) of paragraph 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.

14A. 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.

15. Labour Flexibility

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

16. Termination of Employment

Employment may be terminated only by four weeks' notice given in writing either by the employer or the officer at any time during the week or by payment or forfeiture of four weeks' salary as the case may be, provided that the officer and the employer may agree to a lesser period of notice. Nothing in this clause shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

17. 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 subclause (iv) below.

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

18. Reasonable Hours

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

19. 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 17, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 2. Salaries of the Award to the same extent as applied before the employee sacrificed that amount of salary to

superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

20. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

21. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospitals (Medical Superintendents) Award published 14 December 2018 (383 I.G. 1388) 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.

J.V. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2018/199244)

Before Commissioner Murphy

3 July 2018

AWARD

PART A

Arrangement

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

PART B

MONETARY RATES

- Table 1 - Rates of Pay
- Table 2 - Director's Allowances
- Table 3 - Nominated Supervisor's Allowance

PART A

1. Definitions

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

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

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

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

2. Salaries

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

(a) Three Years Trained Teachers

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

(b) Four Years Trained Teachers

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

2.2 Part-Time and Temporary Teachers

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

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

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

2.3 Casual Teachers

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

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

2.4 Calculation of Service

(a) For the purpose of this clause, any teacher if required by the employer, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-

school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia. That period so established shall be taken to be the length of service for the purpose of that employment.

- (b) Teachers employed at the time of the making of this Award with existing recognised experience which may not directly fall into the categories as prescribed in paragraph (a) above, shall continue to have their experience recognised for the purposes of incremental progression.
- (c) For the purpose of calculating service:
 - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraph (a) of this subclause shall be counted as service.
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall total one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year).
 - (iii) The amount of service of a casual teacher shall be calculated as one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year). Casual service performed only in the preceding four years shall be included in determining incremental progression.

2.5. Re-Classification

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

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

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

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

3. Director's and Nominated Supervisor's Allowance

3.1 Director's Allowance

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

3.2 Nominated Supervisor's Allowance

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

4. Miscellaneous

4.1 Crib Break

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

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

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

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

4.2 Professional Development, Training and Planning

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

4.3 First Aid Certificate

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

4.4 Non - Contact Time

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

4.5 Child-Free Days

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

5. Conditions of Employment

- 5.1 Directors and Teachers employed under this Award will have all other conditions of employment established by those contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2017 or as amended or replaced from time to time.

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

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

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

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

7. Disputes and Grievance Procedures

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

8. No Extra Claims

- 8.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

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

9. Area, Incidence and Duration

- 9.1 This Award Shall Apply to All Teachers Employed in ECS Centres as Defined in subclause (d) of clause 1, Definitions, of this Award.
- 9.2 Other conditions of employment not included in this Award shall be governed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018 (effective from 1 July 2018) or as amended or replaced from time to time.
- 9.3 This Award shall take effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Part B, Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2018.
- 9.4 This Award rescinds and replaces the Teachers (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2017 published 24 November 2017 (382 I.G. 146) and all variations thereof.

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following minimum annual salaries shall apply from the beginning of the first full pay period specified in each column respectively:

Classification/Incremental Salary Step	Rate from ffppoa 1 July 2018 \$ per annum
Three Years Trained Teachers	
Step 1	54,811
Step 2	57,602
Step 3	60,611
Step 4	63,395
Step 5	66,325
Step 6	69,486
Step 7	71,232
Step 8	72,966
Step 9	75,872
Step 10	78,906
Step 11	81,031
Four Years Trained Teachers	
Step 1	58,282
Step 2	61,893
Step 3	65,376
Step 4	69,234
Step 5	72,822
Step 6	75,872
Step 7	78,906
Step 8	82,325
Step 9	85,616

Table 2 - Director's Allowance (Clause 3.1)

Units	Rate from ffppoa 1 July 2018 \$ per annum
1	6,120
2	7,467
3	9,321
4	11,644

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

Units	Rate from ffppoa 1 July 2018 \$ per annum
1	1,987
2	2,426
3	3,035
4	3,793

J. V. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, Industrial Organisation of Employers and State Peak Council.

(Case No. 377616 of 2018)

Before Commissioner Sloan

10 December 2018

VARIATION

1. Delete Tables A, B, C, D, E and F of Schedule 1, Rates of Remuneration, of the determination published 11 July 2008 (366 I.G. 274) as varied, and insert in lieu thereof the following:

Table A - (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.41	56.12	74.18	92.01	101.62	41.41
2	53.51	83.45	105.15	127.38	139.39	62.58
3	68.58	105.36	129.93	157.96	172.61	80.15
4	80.61	123.94	154.55	188.59	205.65	94.28
5	89.67	149.13	179.25	219.16	238.87	104.84
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.41	18.72	18.55	18.48	16.93	41.41
2	53.51	27.82	26.29	25.47	23.23	62.58
3	68.58	35.13	32.50	31.58	27.62	80.15
4	80.61	41.32	38.66	37.72	34.29	94.28
5	89.67	49.71	44.81	43.83	39.82	104.84
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		45.21		35.06		
3 car		54.72		43.46		
4 car		61.85		49.46		
5 car		65.60		51.80		
6 car		70.94		56.62		
1 car tilt		52.85		40.49		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			87.11			
3 Car			124.77			
4 Car			138.14			
5 Car			153.28			
6 car			164.78			
1 car tilt			102.19			

Table B

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	36.86	62.87	84.01	106.32	116.49	44.87
2	55.69	93.53	118.86	146.75	161.87	67.81
3	71.39	118.13	146.84	181.85	200.44	86.89
4	83.91	142.56	174.83	217.20	238.87	102.21
5	93.34	167.16	202.77	252.37	277.37	113.65
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	36.86	20.97	21.01	21.27	19.39	44.87
2	55.69	31.17	29.73	29.35	26.97	67.81
3	71.39	39.37	36.70	36.37	33.42	86.89
4	83.91	47.52	43.71	43.42	39.82	102.21
5	93.34	55.72	50.69	50.46	46.24	113.65
Vehicle		Standing and Running Rate per Hour \$			Standing Rate per Hour \$	
1 car		47.04			36.80	
3 car		61.34			44.01	
4 car		69.96			50.62	
5 car		75.52			53.88	
6 car		82.33			69.55	
1 car tilt		57.28			44.33	
Intrastate Work						
Vehicle		Standing and Running Rate cents per Km				
1 Car		85.65				
3 Car		132.95				
4 Car		147.62				
5 Car		163.94				
6 car		171.14				
1 car tilt		105.46				

Table C (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.82	56.79	75.85	93.91	103.36	41.38
2	54.14	84.48	107.49	129.52	141.80	62.49
3	69.42	106.67	132.75	159.89	175.42	80.11
4	81.63	128.83	158.03	191.69	209.05	94.20
5	90.76	151.00	183.31	222.88	242.68	104.79
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	35.82	18.92	18.95	18.80	17.24	41.38
2	54.14	28.14	26.86	25.91	23.62	62.49

3	69.42	35.57	33.19	31.97	29.22	80.11
4	81.63	42.94	39.53	38.33	34.85	94.20
5	90.76	50.36	45.84	44.57	40.46	104.79
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		45.78		35.02		
3 car		55.42		43.45		
4 car		63.77		49.45		
5 car		66.69		51.78		
6 car		72.09		56.54		
1 car tilt		52.84		40.46		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			89.21			
3 Car			128.28			
4 Car			145.11			
5 Car			159.22			
6 car			171.30			
1 car tilt			102.13			

Table D - (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	207.66	287.28	320.11	350.52	378.18	242.61
1	230.28	314.66	351.03	386.82	413.65	269.03
2	252.87	342.02	381.94	416.13	449.12	295.47
3	275.46	369.38	412.88	448.92	484.58	321.88
4	298.10	396.76	443.77	481.74	520.05	348.33
5	348.94	458.31	513.37	555.55	599.85	407.77
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	207.66	95.77	80.01	70.10	63.04	242.61
1	230.28	104.88	87.77	76.66	68.94	269.03
2	252.87	114.01	95.50	83.22	74.85	295.47
3	275.46	123.12	103.21	89.78	79.62	321.88
4	298.10	132.24	110.96	96.35	86.68	348.33
5	348.94	152.76	128.33	111.12	99.96	407.77
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		45.21		35.06		
3 car		54.72		43.46		
4 car		61.85		49.46		
5 car		65.60		51.80		
6 car		70.94		56.62		
1 car tilt		52.85		40.49		

Intrastate Work	
Vehicle	Standing and Running Rate cents per Km
1 Car	87.11
3 Car	124.77
4 Car	138.14
5 Car	153.28
6 car	164.78
1 car tilt	102.19

Table E - Port Kembla (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	207.66	302.61	338.26	372.65	398.51	254.29
1	231.18	333.33	373.71	410.41	439.68	282.93
2	254.72	363.99	408.66	448.16	480.86	329.81
3	278.23	394.66	443.65	485.91	522.04	340.21
4	301.75	425.33	478.62	523.67	563.20	368.83
5	354.69	494.35	557.32	608.62	655.85	433.31
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	207.66	100.87	84.69	74.53	66.42	254.29
1	231.18	111.11	93.41	82.09	73.28	282.93
2	254.72	121.35	102.17	89.64	80.13	329.81
3	278.23	131.57	110.91	97.17	87.01	340.21
4	301.75	141.79	119.67	104.74	93.87	368.83
5	354.69	164.80	139.34	121.74	109.31	433.31
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		47.04		36.80		
3 car		61.34		44.01		
4 car		69.96		50.62		
5 car		75.52		53.88		
6 car		82.33		62.60		
1 car tilt		57.28		44.33		
Intrastate Work						
Vehicle		Standing and Running Rate cents per Km				
1 Car		85.65				
3 Car		132.95				
4 Car		147.62				
5 Car		163.94				
6 car		171.14				
1 car tilt		105.46				

Table F (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	211.30	293.55	332.49	361.05	389.76	242.44
1	234.20	321.25	364.10	394.42	425.82	274.26
2	257.09	348.95	395.71	427.75	461.87	309.56
3	279.96	376.67	427.31	461.11	497.89	321.73
4	302.85	404.38	458.93	494.48	534.25	348.14
5	354.32	466.71	530.06	569.51	615.08	407.57
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	211.30	97.84	83.12	72.22	64.94	242.44
1	234.20	107.07	91.02	78.87	59.83	274.26
2	257.09	116.32	98.94	85.56	76.98	309.56
3	279.96	125.55	106.82	92.22	82.98	321.73
4	302.85	134.80	114.73	98.90	89.01	348.14
5	354.32	155.57	132.52	113.89	102.51	407.57
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		45.78		35.01		
3 car		55.42		43.45		
4 car		63.23		49.45		
5 car		66.69		51.79		
6 car		72.09		56.54		
1 car tilt		52.84		40.46		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			89.21			
3 Car			128.28			
4 Car			145.11			
5 Car			159.22			
6 car			171.30			
1 car tilt			102.13			

2. This variation shall take effect from the first full pay period to commence on or after 1 January 2019.

D. SLOAN, *Commissioner*

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ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 288329 of 2018)

Before Chief Commissioner Kite

4 December 2018

REVIEWED AWARD

1. Delete paragraph 5.2.1 in subclause 5.2 of clause 5, Who is Bound by this Award, of the award published 26 December 2008 (366 I.G. 1546) and reprinted 27 January 2012 (372 I.G. 315), and insert in lieu thereof the following:
 - 5.2.1 Registered clubs, hotels and restaurants (excluding theatre restaurants) and all work covered by the Restaurant, & c., Employees (State) Award published 19 January 2001 (321 I.G. 759), as varied. Employees who are classified and engaged under the following award:

Security Industry (State) Award published 5 November 2001 (329 I.G. 1), as varied; Shop Employees (State) Award published 18 May 2001 (324 I.G. 935), as varied;

2. Delete subclauses 6.1 and 6.2 of clause 6, Relationship with Other Awards, and insert in lieu thereof the following:
 - 6.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award published 27 January 2012 (372 I.G. 315), as varied.
 - 6.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 2018.

3. Delete subparagraph 11.5 (c)(iii) of clause 11, Employment Categories, and insert in lieu thereof the following:
 - (iii) Nothing in this paragraph (c) 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*.

4. Delete subclause 17.3 of clause 17, Classifications and Wage Rates, and insert in lieu thereof the following:
 - 17.3 The rates of pay in this award include the adjustments payable under the State Wage Case of 2018. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.

5. Delete Part 9 - Monetary Rates to incorporate the State Wage Case decision 2018, and insert in lieu thereof the following:

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

Classification Level	Previous Rate (2009) \$	Total min per wk from FFPP after 28/09/18 \$
Theatrical Employee Level 1	545.38	717.40
Theatrical Employee Level 2	597.48	785.93
Theatrical Employee Level 3	619.16	814.45
Theatrical Employee Level 4	664.61	874.23
Theatrical Employee Level 5	686.30	902.77
Theatrical Employee Level 6	727.64	957.14
Theatrical Employee Level 7	771.00	1014.18

Table 2 - Other Rates and Allowances

Item No.	Clause No.		CPI Classification	Total min per wk 2014 \$	Total min per wk from FFPP period after 28/9/18 \$
1	20.1.1	Heads of Department Supplying Own tools	Work Related	9.50	10.66
2	20.1.1	Other Employees providing basic tools	Work Related	0.99	1.11
3	20.2	Laundry Allowance - Blouses and Shirts	Clothing and Shoe Repair	3.03	3.23
4	20.2	Laundry Allowance - Other Garments	Clothing and Shoe Repair	7.88	8.40
5	20.2	Laundry Allowance - Other than weekly employees	Clothing and Shoe Repair	2.42	2.58
6	20.2	Laundry Allowance - Other Employees Maximum per week	Clothing and Shoe Repair	10.97	11.70
7	20.3	Front of House - Shoes other than black	Clothing and Shoe Repair	2.22	2.37
8	20.3	Front of House - Shoes other than black maximum per week	Clothing and Shoe Repair	5.71	6.09
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	Clothing and Shoe Repair	8.55	9.12
10	20.4.1(b)	Costume more unusual than reasonably necessary - other than engaged by the week	Clothing and Shoe Repair	1.70	1.81
11	20.5.1	Allowance per recording	Work Related	113.87	127.78
12	23.5	Meal Allowance	Meal	8.88	9.97

13	23.6	Meal Allowance	Meal	13.51	15.16
14	34.8.2	Travel period less than one week	Accommodation	159.68	170.31
15	34.8.3	Travel period greater than one week - per week	Accommodation	557.80	594.93
16	34.8.3	Travel period greater than one week -per night	Accommodation	111.59	119.02
17	38.8.6(a)	Cash Allowance per week	Accommodation	557.80	594.93
18	38.8.6(b)	Cash Allowance per night	Accommodation	111.59	119.02
19	34.9	Meals - per day	Meal	49.54	55.59
20	34.9	Meals - maximum per week	Meal	247.73	278.00
21	34.10	Incidentals - per day	Expense Meal	15.18	16.19
22	34.10	Incidentals - maximum per week	Expense Meal	75.91	80.96

Table 3 - Reimbursement of Expenses

Destination	Previous rate (2014) \$	Amount first full pay period after 28/09/18 \$
Sydney and Melbourne	1065.23	1136.14
Adelaide, Hobart, Perth and Brisbane	805.68	859.31
Canberra	939.45	1001.98
Other Places	734.37	783.25

6. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 2018..

This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. M. KITE, *Chief Commissioner*

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MARINE CHARTER VESSELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 288343 of 2018)

Before Chief Commissioner Kite

13 March 2019

REVIEWED AWARD

1. Delete subclause 1.1 of clause 1, Anti-Discrimination, of the award published 12 April 2002 (331 I.G. 875) and reprinted 27 January 2012 (372 I.G. 420) and insert in lieu thereof the following:
 - 1.1 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 or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
2. Delete subclause 3A.3 of clause 3A, Secure Employment, and insert in lieu thereof the following:
 - 3A.3. Work Health and Safety
3. Delete paragraph 3A.3.3 in subclause 3A.3 of clause 3, and insert in lieu thereof the following:
 - 3A.3.3. Nothing in this subclause 3A.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*.
4. Delete subclause (v) of clause 6, Wages, and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2018. These adjustments may be offset against:
 - (a) Any equivalent overaward payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
5. Delete subclause 22.2 of clause 22, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 22.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Marine Charter Vessels (State) Award published on 12 April 2002 (331 I.G. 875) and reprinted 27 January 2012 (372 I.G. 420), and all variations thereof.
6. Delete subclause 22.4 of clause 22, and insert in lieu thereof the following:
 - 22.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on 13 March 2019.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week (2017) \$	SWC 2018 Per Week (applying a 3.5 % increase) \$	Total Wages Per Week \$
Master (vessels 35m and over)	874.52	30.61	905.13
Engineer (vessels 35m and over)	\$874.52	30.61	905.13
Master (vessels 20m and over)	785	27.48	812.48
Engineer (vessels 20m and over)	785	27.48	812.48
Master (vessels under 20m but 18.25 and over)	769.34	26.93	796.27
Engineer (vessels under 20m but 18.25 and over)	769.34	26.93	796.27
Master (vessels under 18.25m)	765.08	26.78	791.86
General - purpose Hand	693.28	24.26	717.54

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (applying 2017-18 June quarter CPI 2.1%) \$
1	5(b)	Meal Allowance	11.81
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	4.16
3	14(i)	Uniforms	\$14.32
4	17	Compensation for Personal Effects	\$1139.14

8 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 March 2019.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. M. KITE, *Chief Commissioner*

CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 2018/179679)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete Part B, Monetary Rates, of the award published 15 January 2016 (378 I.G. 824) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Adult Wages**

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 16 December 2018.

Grade	SWC 2017 %	Weekly Rate Including 2017 Increase \$	SWC 2018 %	Weekly Rate Including 2018 Increase \$
1	2.5	744.20	2.5	762.80
2	2.5	771.80	2.5	791.10
3	2.5	816.10	2.5	836.50
4	2.5	871.10	2.5	892.90
5	2.5	951.30	2.5	975.10

Table 2 - Junior Wages

The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	SWC 2017 %	Weekly Rate Including 2017 Increase \$	SWC 2018 %	Weekly Rate Including 2018 Increase \$
At 17 years of age	2.5	392.80	2.5	402.60
At 18 years of age	2.5	485.50	2.5	497.60
At 19 years of age	2.5	554.80	2.5	568.70
At 20 years of age	2.5	655.00	2.5	671.40

(b) All other junior employees

Age	SWC 2017 %	Weekly Rate Including 2017 Increase \$	SWC 2018 %	Weekly Rate Including 2018 Increase \$
Under 17 years of age	2.5	294.80	2.5	302.20
At 17 years of age	2.5	369.20	2.5	378.40
At 18 years of age	2.5	452.50	2.5	463.80
At 19 years of age	2.5	513.00	2.5	525.80
At 20 years of age	2.5	604.60	2.5	619.70

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2017 %	Weekly Rate Full-time \$	SWC 2018 %	Weekly Rate Full-time \$	Weekly Rate Part-time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 25% loading Includes 1/12 holiday pay) \$
Telephone Canvasser	2.5	714.50	2.5	732.40	19.27	25.27

Table 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2017 Amount \$	2018 Amount \$
1	9.9.1	Saturday Loadings: Adult Employees under 21 years of age	21.30 14.40	21.80 14.80
2	10.3.2	Meal Money (shift Work)	15.40	15.80
3	13.1	Meal Allowance (Overtime)	15.40	15.80
4	13.5	Own Car Allowance: per week For vehicle 1,500cc and under For a vehicle over 1,500cc	113.30 140.00	116.10 143.50
5	13.5	Own Car allowance For use on a casual or incidental basis	0.77 per Km	0.79 per Km
6	13.7	First-Aid Allowance	12.70	13.00

2. This variation shall take effect from the first pay period to commence on or after 16 December 2018.

D. SLOAN, Commissioner.

Printed by the authority of the Industrial Registrar.

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 281033 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

- Delete Part 9 - Monetary Rates, of the award published 26 December 2008 (366 I.G. 1546) and reprinted 27 January 2012 (372 I.G. 315), and insert in lieu thereof the following:

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

Classification Level	Previous Rate (2009) \$	SWC Case 2018 3.5% \$
Theatrical Employee Level 1	545.38	717.40
Theatrical Employee Level 2	597.48	785.93
Theatrical Employee Level 3	619.16	814.45
Theatrical Employee Level 4	664.61	874.23
Theatrical Employee Level 5	686.30	902.77
Theatrical Employee Level 6	727.64	957.14
Theatrical Employee Level 7	771.00	1014.18

Table 2 - Other Rates and Allowances

Item No.	Clause No.		CPI Classification	Total min per wk 2014 \$	Total min per wk from first full pay period after 28/9/18 \$
1	20.1.1	Heads of Department Supplying Own tools	Work Related	9.50	10.66
2	20.1.1	Other Employees providing basic tools	Work Related	0.99	1.11
3	20.2	Laundry Allowance - Blouses and Shirts	Clothing and Shoe Repair	3.03	3.23
4	20.2	Laundry Allowance - Other Garments	Clothing and Shoe Repair	7.88	8.40
5	20.2	Laundry Allowance - Other than weekly employees	Clothing and Shoe Repair	2.42	2.58

6	20.2	Laundry Allowance - Other Employees Maximum per week	Clothing and Shoe Repair	10.97	11.70
7	20.3	Front of House - Shoes other than black	Clothing and Shoe Repair	2.22	2.37
8	20.3	Front of House - Shoes other than black maximum per week	Clothing and Shoe Repair	5.71	6.09
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	Clothing and Shoe Repair	8.55	9.12
10	20.4.1(b)	Costume more unusual than reasonably necessary - other than engaged by the week	Clothing and Shoe Repair	1.70	1.81
11	20.5.1	Allowance per recording	Work Related	113.87	127.78
12	23.5	Meal Allowance	Meal	8.88	9.97
13	23.6	Meal Allowance	Meal	13.51	15.16
14	34.8.2	Travel period less than one week	Accommodation	159.68	170.31
15	34.8.3	Travel period greater than one week - per week	Accommodation	557.80	594.93
16	34.8.3	Travel period greater than one week -per night	Accommodation	111.59	119.02
17	38.8.6(a)	Cash Allowance per week	Accommodation	557.80	594.93
18	38.8.6(b)	Cash Allowance per night	Accommodation	111.59	119.02
19	34.9	Meals - per day	Meal	49.54	55.59
20	34.9	Meals - maximum per week	Meal	247.73	278.00
21	34.10	Incidentals - per day	Expense Meal	15.18	16.19
22	34.10	Incidentals - maximum per week	Expense Meal	75.91	80.96

Table 3 - Reimbursement of Expenses

Destination	Previous rate (2014) \$	Amount first full pay period after 28/09/18 \$
Sydney and Melbourne	1065.23	1136.14
Adelaide, Hobart, Perth and Brisbane	805.68	859.31
Canberra	939.45	1001.98
Other Places	734.37	783.25

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2018.

D. SLOAN, *Commissioner*

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280821 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

PART B

MONETARY RATES

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2018.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2018. These adjustments may offset against:

- i. Any equivalent over-award payments, and/or
- ii. award wage increases other than State Wage Case adjustments.

Table 1 - Wage Rates - Clause 5

	Rate of Pay Per Week \$
Technical/Trades Band Level 1	909.70
Technical/Trades Band Level 2	1000.60
Technical/Trades Band Level 3	1144.70
Professional Band Level 1	1000.60
Professional Band Level 2	1144.70
Professional Band Level 3	1283.30
Professional Band Level 4	1499.70
Apprentice 1st Year	503.50
Apprentice 2nd Year	594.60
Apprentice 3rd Year	683.20
Apprentice 4th Year	769.30

Table 2 - Other Rates and Allowances

Clause 7 - Special Allowances	
(i) Wages	
(a) Dirty work, etc.	38 cents per hour
(b) Wet places	43 cents per hour
(c) Confined spaces	43 cents per hour
(d) Working underground	38 cents per hour
(e) Working with raw sewerage	\$8.49 per day

Clause 8 - Tool Allowances	
	\$ per week
(i) Electrical Tradesperson	35.00
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	89.00

Clause 14 - On Call	
	\$
(iii) On call allowance	115.80

Clause 15 - Meal Breaks and Allowances for Overtime Work	
	\$
(i) Meal allowance	15.50
(ii)(a) Meal allowance	15.50
(ii)(b) Meal allowance working 4 hours overtime	11.90

Clause 24 - Travelling Allowance	
Where the employee works at a distance from the depot greater than:	
(ii) 3-10 km	\$5.40 per day
10-20 km	\$9.80 per day
20-30 km	\$14.00 per day
30-40 km	\$18.10 per day
40-50 km	\$22.40 per day
For each additional kilometre	\$0.42

Clause 27 - Driving of Motor Vehicles	
(ii)	
(a) Use of private vehicle (cents) per kilometre	
Under 2.5 litres	\$0.68
2.5 litres and over	\$0.78
(b) Minimum yearly allowance	\$7556.60

Clause 28 - Industry Allowance	
Industry Allowance	\$57.85 per week

Clause 31 - Miscellaneous	
(ii)	
(a) West of the line allowance	1.03 per day
(iii) First-aid allowance	3.364 per day

2. This variation shall take effect from the first full pay period commencing on and from 28 September 2017.

D. SLOAN, *Commissioner*

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280817 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

- Delete Part B of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Current Rate p/week from 28 September 2018 \$
Care Service Employees	
New Entrant Grade 1 Junior	\$715.70
Grade 1	\$835.50
Grade 2	\$887.90
Grade 3	\$941.00
Grade 4	
- Level 1	\$990.10
- Level 2	\$1,074.50
Grade 5 - from	\$1,146.00
- to	\$1,693.40

- Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
- Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week from 28 September 2018 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	983.10
Maintenance Supervisor (Otherwise)	
- in charge of staff	1,004.40
Maintenance Supervisor (Tradesperson)	1,065.90

Catering Officer	
Trainee Catering Officer	
1st year	869.7
2nd year	885.3
3rd year	903.3
Assistant Catering Officer	
80-120 beds	912.2
120-300 beds	971.6
300-500 beds	1,042.6
500-1000 beds	1,070.30

	Current Rate p/week from 28 September 2018 \$
Catering Officer	
80-120 beds	1,014.40
120-200 beds	1,042.60
200-300 beds	1,070.30
300-500 beds	1,123.70
500-1000 beds	1,212.90
Diversional Therapist	
1st year of experience	907.40
2nd year of experience	952.50
3rd year of experience	997.20
4th year of experience	1,041.70
5th year of experience and thereafter	1,084.50
Dieticians	
1st year of service	987.90
2nd year of service	1,031.30
3rd year of service	1,082.80
4th year of service	1,138.60
5th year of service	1,190.30
6th year of service	1,231.50
7th year of service	1,262.60
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	962.20
2nd year of service	987.90
3rd year of service	1,031.30
4th year of service	1,082.80
5th year of service	1,138.60
6th year of service	1,190.30
7th year of service	1,231.50
8th year of service & thereafter	1,262.60
Apprentices	
Apprentice Cook	
1st year	564.60
2nd year	776.30
3rd year	870.40
Apprentice Gardener	
1st year	470.50

2nd year	564.60
3rd year	752.80
4th year	846.90
Homecare Employees	
Homecare Employee	
Grade 1	840.30
Grade 2	881.60
Grade 3	942.70

		Current Rate p/week from 28 September 2018 \$
Live-in Homecarers		
Grade 1	Daily Rate	218.50
Grade 2	Daily Rate	246.80
Grade 3	Daily Rate	286.10
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under		457.10
At 17 years of age		518.00
At 18 years of age		593.90
At 19 years of age		669.30
At 20 years of age		738.00
Adults		
Grade 1		901.70
Grade 2		955.30
Grade 3		1,001.60
Grade 4		1,056.20
Grade 5		1,103.90

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Current Rate \$
1	6(xi)(c)	Broken Shift	per shift	10.66
2	8(iii)(a)	Overtime - Breakfast *	per meal	13.53
3	8(iii)(b)	Overtime - Luncheon *	per meal	17.48
4	8(iii)(c)	Overtime - Evening Meal *	per meal	25.52
5	9(iii)(b)	Overtime - recall use of own vehicle *	per km	0.38
6	9(iii)(c) 13(i)	On Call Allowance	per day (24 hrs)	17.37
7	13(ii)	Climatic & Isolation Allowance	Per/week	6.90
8	15(i)(a)	Climatic & Isolation Allowance	per week	13.06
9	15(i)(b)	Cleaning/Scraping Work - Confined Space	per hour	0.65
10	9(iii)(c)	Cleaning Scraping Work - Boiler/Flue	per hour	1.04
11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.33

12	15(v)	Use of own vehicle	per week	0.75
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	11.49
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	28.27
15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	40.44
26	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	51.07
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	62.36
18	28(i)(c)	Uniform Allowance *	per week	6.94
19	28(i)(d)	Special Type Shoes Allowance *	per week	2.14
20	28(i)(e)	Cardigan or Jumper Allowance *	per week	2.07
21	28(i)(f)	laundry Allowance - Uniform *	per week	5.73
22	29(ii)(d)	Sleepover Allowance	per shift	50.48
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	2.35

Note: Allowances marked * increased by CPI

2. Delete A.4, Minimum Wages of Schedule A - Training Wages, and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	332.90	367.00	440.60
Plus 1 year out of school	367.00	440.60	512.90
Plus 2 years out of school	440.60	512.90	596.10
Plus 3 years out of school	512.90	596.10	681.20
Plus 4 years out of school	596.10	681.20	681.20
Plus 5 or more years out of school	681.20	681.20	681.20

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed		
	Year 10 Per hour \$	Year 11 Per hour \$	Year 12 Per hour \$
School Leaver	10.96	12.07	14.49
Plus 1 year out of school	12.06	14.49	16.83
Plus 2 years	14.49	16.83	19.63
Plus 3 years	16.83	19.63	22.40
Plus 4 years	19.63	22.40	22.40
Plus 5 years or more	22.40	22.40	22.40

(b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling	
	Year 11	Year 12
School based Traineeships Wage Level A	\$10.96	\$12.07

3. Delete Schedule B - Allocation of Traineeships to Wage Levels, and insert in lieu thereof the following:

SCHEDULE B - ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A

Training package	AQF certificate level
Business Services	I
	II
	III
	IV
Community Services	II
	III
	IV

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2018.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

MARINE CHARTER VESSELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280846 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 12 April 2002 (331 I.G. 875) and reprinted 27 January 2012 (372 I.G. 420) and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2017 and 2018. These adjustments may be offset against:
 - (a) Any equivalent over award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week (2017) \$	SWC 2018 Per Week (applying a 3.5 % increase) \$	Total Wages Per Week \$
Master (vessels 35m and over)	874.52	30.61	905.13
Engineer (vessels 35m and over)	\$874.52	30.61	905.13
Master (vessels 20m and over)	785	27.48	812.48
Engineer (vessels 20m and over)	785	27.48	812.48
Master (vessels under 20m but 18.25 and over)	769.34	26.93	796.27
Engineer (vessels under 20m but 18.25 and over)	769.34	26.93	796.27
Master (vessels under 18.25m)	765.08	26.78	791.86
General - purpose Hand	693.28	24.26	717.54

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (applying 2017-18 June quarter CPI 2.1%) \$
1	5(b)	Meal Allowance	11.81
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	4.16
3	14(i)	Uniforms	\$14.32
4	17	Compensation for Personal Effects	\$1139.14

3. This variation shall take effect from the beginning of the first pay period to commence on or after 28 September 2018 in accordance with the State Wage Case and 2018.

D. SLOAN , *Commissioner*

Printed by the authority of the Industrial Registrar.

MOTELS, ACCOMMODATION AND RESORTS, &C. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees.

(Case No. 2018/280870)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete subclause 12.2, Minimum Rates of Pay, of clause 12, Classifications and Wage Rates, of the award published 27 November 2015 (378 I.G. 119) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Beginning of FFP to commence on or after 16/12/16 (2.5%) \$	Beginning of FFP to commence on or after 16/12/18 (2.5%) from SWC 2017 and (2.5%) from SWC 2018 \$
Introductory Level	675.50	709.70
LEVEL 1		
Hospitality Services Grade 1	697.00	732.30
LEVEL 2		
Hospitality Services Grade 2	729.20	766.10
Leisure Attendant Grade 1	729.20	766.10
Hospitality Administration and Front Office Grade 1	729.20	766.10
LEVEL 3		
Hospitality Services Grade 3	753.00	791.10
Hospitality Administration and Front Office Grade 2	753.00	791.10
Leisure Attendant Grade 2	753.00	791.10
LEVEL 4		
Hospitality Services Grade 4	796.20	836.50
Hospitality Administration and Front Office Grade 3	796.20	836.50
Leisure Attendant Grade 3	796.20	836.50
LEVEL 5		
Hospitality Services Grade 5	850.00	893.00
Hospitality Administration and Front Office Supervisor	850.00	893.00
LEVEL 6		
Hospitality Services Grade 6	874.30	918.60

2. Delete paragraph 16.2.1 of subclause 16.2 of clause 16, Allowances, and insert in lieu thereof the following:

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of Hours	Rate per day (2.5%) + (2.5%) \$ SWC 2017 & 2018
Under 10	Nil
10 but under 10-1/2	1.60
10-1/2 but under 11-1/2	3.20
11-1/2 or more	4.80

3. This variation shall take effect from the first pay period to commence on or after 16 December 2018.

D. SLOAN, Commissioner

Printed by the authority of the Industrial Registrar.

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280822 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete paragraph (iv) in subclause (a) of clause 7, Wages, of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012, (372 I.G. 588) and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2018. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2018.

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

PART B**MONETARY RATES****Table 1 - Monetary Rate for Trainees**

Highest Year of Schooling Completed			
Skill Level A - Year 10	Existing Rate	Increase	SWC2018
School Leaver	\$321.60	3.5%	\$332.90
1 year out of school	\$354.50	3.5%	\$366.90
2 years out of school	\$425.70	3.5%	\$440.60
3 years out of school	\$495.60	3.5%	\$512.90
4 years out of school	\$575.90	3.5%	\$596.10
5 years out of school	\$658.20	3.5%	\$681.20

Highest Year of Schooling Completed			
Skill Level A - Year 11	Existing Rate	Increase	SWC 2018
School Leaver	\$354.60	3.5%	\$367.00
1 year out of school	\$425.70	3.5%	\$440.60
2 years out of school	\$495.60	3.5%	\$512.90
3 years out of school	\$575.90	3.5%	\$596.10
4 years out of school	\$658.30	3.5%	\$681.30
5 years out of school	\$658.30	3.5%	\$681.30

Highest Year of Schooling Completed			
Skill Level A - Year 12	Existing Rate	Increase	SWC 2018
School Leaver	\$425.70	3.5%	\$440.60
1 year out of school	\$495.60	3.5%	\$512.90
2 years out of school	\$575.90	3.5%	\$596.10
3 years out of school	\$658.30	3.5%	\$681.30
4 years out of school	\$658.30	3.5%	\$681.30
5 years out of school	\$658.30	3.5%	\$681.30

Table 2 - Monetary Rates for School Based Traineeships

Year of Schooling - Year 11	Existing Rate	Increase	SWC 2018
Skill Level 1	\$309.10	3.5%	\$319.90
Year of Schooling - Year 12	Existing Rate	Increase	SWC 2018
Skill Level 1	\$354.60	3.5%	\$367.00

Table 3 - Wages - School Based Traineeships

Year of Schooling - Year 11	Existing Rate	Increase	SWC 2018
Skill Levels A,B,C.	\$214.80	3.50%	\$222.30
Year of Schooling - Year 12	Existing Rate	Increase	SWC 2018
Skill Levels A,B,C.	\$235.20	3.50%	\$243.40

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2018.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280889 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete subclause (iv) from clause 50, Area Incidence and Duration, of the award published 28 November 2008 (366 I.G. 1320) and reprinted 27 January 2012 (372 I.G. 621), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2018. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2018.

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

PART B

MONETARY RATES

Table 1 - Salaries

NURSING HOMES &C., NURSES' (STATE) AWARD WAGES

Effective from the first full pay period on or after 28 September 2018.

CLASSIFICATION	SWC 2017 FFPP 28/09/2017	Increase 3.5%	SWC 2018 FFPP 28/09/2018
ASSISTANT IN NURSING/TRAINEE ENROLLED NURSE			
UNDER 18 YEARS			
FIRST YEAR OF EXPERIENCE	\$667.10	3.5%	\$690.40
SECOND YEAR OF EXPERIENCE	\$696.70	3.5%	\$721.10
THEREAFTER	\$724.30	3.5%	\$749.70
18 YEARS AND OVER			
FIRST YEAR OF EXPERIENCE	\$784.00	3.5%	\$811.40
SECOND YEAR OF EXPERIENCE	\$808.10	3.5%	\$836.40
THIRD YEAR OF EXPERIENCE	\$832.70	3.5%	\$861.80
THEREAFTER	\$857.90	3.5%	\$887.90

ENROLLED NURSE			
FIRST YEAR OF EXPERIENCE	\$956.70	3.5%	\$990.20
SECOND YEAR OF EXPERIENCE	\$976.20	3.5%	\$1,010.40
THIRD YEAR OF EXPERIENCE	\$997.10	3.5%	\$1,032.00
FOURTH YEAR OF EXPERIENCE	\$1,017.60	3.5%	\$1,053.20
THEREAFTER	\$1,038.20	3.5%	\$1,074.50
REGISTERED NURSE GENERAL, MR PSYCH., INFANTS, GERIATRIC, MIDWIFERY			
FIRST YEAR OF SERVICE	\$1,080.50	3.5%	\$1,118.30
SECOND YEAR OF SERVICE	\$1,138.00	3.5%	\$1,177.80
THIRD YEAR OF SERVICE	\$1,195.20	3.5%	\$1,237.00
FOURTH YEAR OF SERVICE	\$1,256.40	3.5%	\$1,300.40
FIFTH YEAR OF SERVICE	\$1,317.40	3.5%	\$1,363.50
SIXTH YEAR OF SERVICE	\$1,378.30	3.5%	\$1,426.50
SEVENTH YEAR OF SERVICE	\$1,448.00	3.5%	\$1,498.70
EIGHTH YEAR OF SERVICE	\$1,506.20	3.5%	\$1,558.90
NURSING UNIT MANAGER (personal to current occupants as at 1 March 1999).			
LEVEL 1			
FIRST YEAR	\$1,667.70	3.5%	\$1,726.10
SECOND YEAR	\$1,714.00	3.5%	\$1,774.00
LEVEL 2	\$1,758.70	3.5%	\$1,820.30
LEVEL 3	\$1,801.10	3.5%	\$1,864.10
NURSE UNDERGOING PRE-REGISTRATION ASSESSMENT	\$935.30	3.5%	\$968.00
CLINICAL NURSE SPECIALIST	\$1,567.00	3.5%	\$1,621.80
CLINICAL NURSE CONSULTANT	\$1,845.90	3.5%	\$1,910.50
CLINICAL NURSE EDUCATOR	\$1,567.00	3.5%	\$1,621.80
NURSE EDUCATOR			
FIRST YEAR	\$1,667.60	3.5%	\$1,726.00
SECOND YEAR	\$1,714.00	3.5%	\$1,774.00
THIRD YEAR	\$1,755.30	3.5%	\$1,816.70
FOURTH YEAR	\$1,845.90	3.5%	\$1,910.50
SENIOR NURSE EDUCATOR			
FIRST YEAR	\$1,889.90	3.5%	\$1,956.00
SECOND YEAR	\$1,928.00	3.5%	\$1,995.50
THIRD YEAR	\$1,991.40	3.5%	\$2,061.10
ASSISTANT DIRECTOR OF NURSING			
LESS THAN 150 BEDS	\$1,714.00	3.5%	\$1,774.00
150-250 BEDS	\$1,845.90	3.5%	\$1,910.50
250 BEDS AND OVER	\$1,889.90	3.5%	\$1,956.00

DEPUTY DIRECTOR OF NURSING			
LESS THAN 20 BEDS	\$1,748.20	3.5%	\$1,809.40
20 BEDS, LESS THAN 75 BEDS	\$1,792.60	3.5%	\$1,855.30
75 BEDS, LESS THAN 100 BEDS	\$1,833.50	3.5%	\$1,897.70
100 BEDS, LESS THAN 150 BEDS	\$1,871.90	3.5%	\$1,937.40
150 BEDS, LESS THAN 200 BEDS	\$1,927.90	3.5%	\$1,995.40
200 BEDS, LESS THAN 250 BEDS	\$1,991.40	3.5%	\$2,061.10
250 BEDS, LESS THAN 350 BEDS	\$2,065.00	3.5%	\$2,137.30
350 BEDS, LESS THAN 450 BEDS	\$2,137.60	3.5%	\$2,212.40
450 BEDS, LESS THAN 750 BEDS	\$2,216.10	3.5%	\$2,293.70
750 BEDS AND OVER	\$2,300.80	3.5%	\$2,381.30
DIRECTOR OF NURSING			
LESS THAN 25 BEDS	\$1,951.60	3.5%	\$2,019.90
25 BEDS, LESS THAN 50 BEDS	\$2,065.00	3.5%	\$2,137.30
50 BEDS, LESS THAN 75 BEDS	\$2,108.60	3.5%	\$2,182.40
75 BEDS, LESS THAN 100 BEDS	\$2,151.90	3.5%	\$2,227.20
100 BEDS, LESS THAN 150 BEDS	\$2,213.10	3.5%	\$2,290.60
150 BEDS, LESS THAN 200 BEDS	\$2,286.30	3.5%	\$2,366.30
200 BEDS, LESS THAN 250 BEDS	\$2,359.00	3.5%	\$2,441.60
250 BEDS, LESS THAN 350 BEDS	\$2,446.70	3.5%	\$2,532.30
350 BEDS, LESS THAN 450 BEDS	\$2,592.80	3.5%	\$2,683.50
450 BEDS, LESS THAN 750 BEDS	\$2,741.70	3.5%	\$2,837.70
750 BEDS AND OVER	\$2,912.10	3.5%	\$3,014.00

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	Rate 2017 \$	Increase %	Rate 2018 \$	Period
1	In Charge of Nursing Home (a) less than 100 beds (b) 100 beds and less than 150 beds	10(i)(a)	26.79	3.5	27.73	per shift
			43.12	3.5	44.63	per shift
2	In Charge of ward/unit	10(i)(b)	26.79	3.5	27.73	per shift
3	On Call	10(ii)(a)	23.86	3.5	24.70	per 24 hours or part thereof
4	On Call on rostered days off	10(ii)(b)	47.73	3.5	49.40	per 24 hours or part thereof
5	On Call During Meal Break	10(ii)(c)	12.92	3.5	13.37	per shift
6	Travelling Allowance	10(ii)(d)	0.76	2.1	0.78	per km
7	Climatic Allowance	11(i)	4.95	3.5	5.12	per week
8	Isolation Allowance	11(ii)	9.57	3.5	9.90	per week
9	Expense Allowance for DON's less 100 beds 100 - 299 beds 300 - 499 beds over 500 beds	13	277.45	2.1	283.28	per annum
			553.73	2.1	565.36	per annum
			831.20	2.1	848.66	per annum
			1,109.0	2.1	1,132.32	per annum
10	Uniforms	16(iii)(a)	7.44	2.1	7.60	per week
11	Shoes	16(iii)(a)	2.30	2.1	2.35	per week
12	Cardigan or Jacket	16(iii)(b)	2.23	2.1	2.28	per week
13	Stockings	16(iii)(c)	3.88	2.1	3.96	per week
14	Socks	16(iii)(d)	0.77	2.1	0.79	per week
15	Laundry	16(iv)	6.22	2.1	6.35	per week
16	Meal on Overtime	18(vi)	10.96	2.1	11.19	per week
17	Breakfast	28(i)(c)	4.10	2.1	4.19	per week
18	Other Meals	28(i)(c)	7.43	2.1	7.59	per week

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Rate 2017 \$	Increase %	Rate 2018 \$	Period
1	Continuing education allowance: RN	10A(vii)	22.47	3.5	23.26	per week
2	Continuing education allowance: RN	10A(viii)	37.45	3.5	38.76	per week
3	Continuing education allowance: RN	10A(ix)	44.94	3.5	46.51	per week
4	Continuing education allowance: EN	10A(x)	14.98	3.5	15.50	per week

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2018.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

RESTAURANTS, &C., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of employees and State Peak Council.

(Case No. 2018/280904)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete Part B, Monetary Rates of the award published 15 January 2016 (378 I.G. 1620) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	SWC 2017 2.5% \$	SWC 2018 2.5% \$
Grade 1	701.60	719.10
Grade 2	723.90	742.00
Grade 3	757.90	776.80
Grade 4	782.50	802.10
Grade 5	828.00	848.70
Grade 6	881.40	903.40
Grade 7	909.60	932.30

The rates of pay in this award include the adjustments payable under the State Wage Case 2018. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2017 2.5%	SWC 2018 2.5%
1	7.1	Meal Allowance	14.50	14.90
2	14.2	Apprentice's Tool Allowance	0.90	0.92
3	23.1	Laundry Allowance: - special clothing requiring ironing	4.20per day to a Maximum of 12.70	4.30 per day to a Maximum of 13.00
		- special clothing not requiring ironing	2.40 per day to a Maximum of 7.20	2.50 per day to a Maximum of 7.40

The rates at Table 1 and Table 2 shall take effect from the first full pay period to commence on or after 16 December 2018.

2. This variation shall take effect from the first pay period to commence on or after 16 December 2018.

D. SLOAN, Commissioner

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280847 of 2018)

Before Commissioner Sloan

24 September 2018

VARIATION

1. Delete Part B, Monetary Rates of the award published 27 November 2015 (378 I.G. 168) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay Per 38 Hour Week

Classification	Former rate per week \$ SWC 2017	New rate per week \$ SWC 2018
Grade 1	796.80	816.70
Grade 2	821.00	841.50
Grade 3	835.80	856.70
Grade 4	858.90	880.40
Grade 5	888.00	910.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2017 \$	Rate per Shift from the first pay period to commence on or after 16 December 2017 \$	Rate per Week from the first pay period to commence on or after 16 December 2018 \$	Rate per Shift from the first pay period to commence on or after 16 December 2018 \$
	12.1	Leading Hand Allowance		Casuals only		Casuals only
1		up to 5 employees	35.20	7.20	36.10	7.40
2		6 to 10 employees	39.90	9.00	40.90	9.20
3		11 to 15 employees	52.20	10.40	53.50	10.70
4		16 to 20 employees	60.20	12.10	61.70	12.40
5		Over 20 employees	60.20	12.10	61.70	12.40
6		for each employee exceeding 20, extra	0.88	0.23	0.90	0.24
7	12.2	Relieving Officer	35.00		35.90	
	12.3	First Aid Allowance		Casuals only		Casuals only
8		Industrial	19.80	4.00	20.30	4.10
9	12.4	Gun Allowance	13.60	2.80	13.90	2.90

10	12.5	Locomotion Allowance		All employees		All employees
11		Motor Vehicle/cycle		32.60		33.40
12		Bicycle		3.50		3.60
13	12.6	Meal Allowance		10.30		10.60
14	12.7	Fares Allowance		8.90		9.10
15	12.8	Overnight Meal Allowance		84.70		86.80
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour	Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.42	1.42	1.46	1.46

D. SLOAN, *Commissioner*

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SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 280876 of 2018)

Before Commissioner Sloan

24 September 2019

VARIATION

1. Delete subclause (b) of clause 38, Wages, of the award published 27 November 2015 (378 I.G. 210) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2018. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete (i) of Table 1 - Wages in Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

(i)

Group No	Description	Former Rate Per Week \$	SWC2018 2.5% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	769.50	19.20	788.70

2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of clause 38, Wages.	777.60	19.40	797.00
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	783.70	19.60	803.30
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants (ii) With the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	783.80 795.10 808.90 819.30 785.80 798.20 814.60 823.90	19.6 19.90 20.20 20.50 19.60 20.00 20.40 20.60	803.40 815.00 829.10 839.80 805.40 818.20 835.00 844.50
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops. Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in 4 (ii) of Table 1, clause 38, Wages.	792.50	19.80	812.30
6	Retail Merchandiser as defined by subclause (xi) of clause 2, Definitions	769.50	19.20	788.70

3. Delete Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.92 per shift
2	5(a)	Night interval employees (working one night per week)	4.65 per shift
3	6(i)(b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	15.40
4	6(ii) 16(vii)	Breakfast Allowance	8.50
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age Engagements exceeding four hours - Adult Employees Employees under 21 years of age	8.60 per shift 5.50 per shift 17.60 per shift 9.50 per shift

	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	8.60 per shift 5.50 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.55 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	11.40 4.00 11.40 6.80 2.50 6.80
8	38(1)(i) 2(b)	Window Dressers under the age of 21	11.70 per week
9	35(i)(a)	Section Head	17.30 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	39.20 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	26.90 per week
12	35(ii)(a)	Employee delivering goods	5.70 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	56.70 per week 11.50 per day
14	35(ii)(c)	First-aid attendant	2.30 per day
15	35(ii)(d)	Employee engaged to speak a second language	11.30 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	23.20 per week 11.50 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	13.80 per week 41.60 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	144.60 per week 172.20 per week 0.43 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.65 per km 0.71 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.78 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	10.90 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	16.40 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	21.90 per week

23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	19.94 per hour 19.56 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	8.60 5.50

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2018.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA19/03 - Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement
2019-2022**

Made Between: Kimbriki Environmental Enterprises Pty Ltd -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New

Approval and Commencement Date: Approved 11 June 2019 and commenced 1 July 2019.

Description of Employees: The agreement applies to Operational Staff employed at the Kimbriki Centre by Kimbriki Environmental Enterprises Pty Ltd, at Kimbriki Road, Ingleside NSW 2101, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

INDUSTRIAL GAZETTE

VOLUME 384

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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Crown Employees Wages Staff (Rates of Pay) Award 2018	AIRC 86
Public Hospital Career Medical Officers (State) Award 2018	AIRC 106
Public Hospital Medical Officers (State) Award 2018	AIRC 141
Service NSW (Salaries and Conditions) Employees Award 2018	AIRC 177
Staff Specialists (State) Award 2018	AIRC 218
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Health Employees' Computer Staff (State) Award 2018	AIRC 423
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Health Employees' Pharmacists (State) Award 2018	AIRC 443
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